



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं० २५] नई दिल्ली, शनिवार, जून २३, १९८४/आषाढ़ २, १९०६  
No. 25] NEW DELHI, SATURDAY, JUNE 23, 1984/ ASADHA 2, 1906

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह मूल संकलन के रूप में रखा जा सके  
Separate paging is given to this Part in order that it may be filed as a separate compilation

## भाग II—खण्ड ३—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक प्रादेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

### वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, ६ अप्रैल, १९८४

(आयकर)

का० आ० १९७८.—आयकर अधिनियम, १९६१ (१९६१ का ४३) की धारा १० के खंड (२३ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खंड के प्रयोजनार्थ, तिरुमला "तिरुपति देवस्थानम्, तिरुपति", को कर-निर्धारण वर्ष १९८५-८६ और १९८६-८७ के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० ५७४८/का० सं० १९७-ए/७३/८२-आ० क० (नि०-१)]

बी० बी० श्रीनिवासन, निदेशक

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 6th April, 1984

(INCOME-TAX)

S.O. 1978.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Tirumala Tirupati Devasthanam, Tirupati" for the

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purpose of the said section for the period covered by the assessment years 1985-86 and 1986-87.

[No. 5748 /F. No. 197-A/73/82-IT(AI)]

V. B. SRINIVASAN, Director

नई दिल्ली, १६ अप्रैल, १९८४

(आयकर)

का० आ० १९७९.—आयकर अधिनियम, १९६१ (१९६१ का ४३) की धारा १० के खंड (२३ग) के उप-खंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खंड के प्रयोजनार्थ, "श्री बाला मुरगन देवस्थानम् ट्रस्ट अहमदाबाद" को कर निर्धारण वर्ष १९८४-८५ से १९८६-८७ तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० ५७५९/का० सं० १९७-ए/२१७/८२-आ० क० (नि०-१)]

New Delhi, the 16th April, 1984

(INCOME-TAX)

S.O. 1979.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Bala Murugan Devasthanam Trust, Ahmedabad" for the purpose of the said section for the period covered by the assessment years 1984-85 to 1986-87.

[No. 5759/F. No. 197-A/217/82-IT(AI)]

(1853)

नई दिल्ली, 2 जून 1984

(आयकर)

गं. आं. 1980.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप-खंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त खंड के प्रयोजनार्थ, स्टर्स ऑफ़ चैरिटी आफ़ सेंट्स बर्थोलोमेवा एंड विन्सेन्जा एजुकेशन सोसाइटी क सिकन्दराबाद प्रोविस" को कर निर्धारण वर्ष 1983-84 से 1986 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 5848/फा. सं. 197/122/83-आ. कं. (नि-1)]

New Delhi, the 2nd June, 1984

(INCOME-TAX)

S.O. 1980.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sisters of Charity of Sts. Bartholomea & Vincenza Education Society of Secunderabad Province" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 5848/F. No. 197/122/83-IT(AI)]

कां. आं. 1981.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा, उक्त खंड के प्रयोजनार्थ "दि डायोसेस ऑफ मंगलोर" को कर निर्धारण वर्ष 1981-82 से 1984-85 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 5847/फा. सं. 197/221/82-आ. कं. (नि-1)]

S.O. 1981.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Diocese of Mangalore" for the purpose of the said section for the period covered by the assessment years 1981-82 to 1984-85.

[No. 5847/F. No. 197/221/82-IT(AI)]

कां. आं. 1982.—आयकर अधिनियम, 1961 (1961 का, 43) की धारा 10 के खंड (23ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खंड के प्रयोजनार्थ "श्री रामणाथम तिरुवन्नामलाई" को कर-निर्धारण वर्ष 1985-86 और 1986-87 के अंतर्गत आने वाली अवधि के लिये अधिसूचित करती है।

[सं. 5846/फा. सं. 197-ए/12/82-आ. कं. (नि-1)]

S.O. 1982.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Ramanasramam, Tiruvannamalai" for the purpose of the said section for the period covered by the assessment years 1985-86 and 1986-87.

[No. 5846/F. No. 197-A/12/82-IT(AI)]

नई दिल्ली, 6 जून, 1984

कां. आं. 1983.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उक्त खंड के प्रयोजनार्थ, "एन. सी. कॉर्पोरेशन प्राइवेट लिमिटेड" को कर निर्धारण-वर्ष 1983-84

और 1984-85 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 5852/फा. सं. 197/194/83-आ. कं. (नि-1)]

आर. के. तिवारी, अवर सचिव

New Delhi, the 6th June, 1984

S.O. 1983.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "N. C. Corporation Private Limited" for the purpose of the said section for the period covered by the assessment years 1983-84 and 1984-85.

[No. 5852/F. No. 197/194/83-IT(AI)]

R. K. TEWARI, Under Secy.

नई दिल्ली, 11 जून, 1984

भा. दे. शा.

स्टाम्प

कां. आं. 1984.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त शूलक को माफ करती है जो प्रगस्त, 1983 में केरल बिलीय निगम लिमिटेड द्वारा जारी किए गए केवल एक ही बानबे साख धीर पञ्चास हजार रुपये मूल्य के प्रामिसरी नोटों के रूप में बंधपत्रों पर उक्त अधिनियम के अंतर्गत प्रभावी है।

[संख्या-40/84-स्टाम्प/फा. सं. 33/15/84-बि.कं.]

भगवान दास, अवर सचिव

New Delhi, the 11th June, 1984

ORDER

STAMPS

S.O. 1984.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of Promissory notes to the value of rupees One hundred Ninety two lakhs and fifty thousand only issued by Kerala Financial Corporation Trivandrum in August, 1983 are chargeable under the said Act.

[No. 40/84-Stamps/F. No. 33/15/84-ST]

BHAGWAN DAS, Under Secy.

केन्द्रीय उत्पाद-शुल्क और सीमा शुल्क बोर्ड

नई दिल्ली, 16 जून, 1984

सं. 177/84-सीमा शुल्क

कां. आं. 1985.—केन्द्रीय उत्पाद-शुल्क और सीमा शुल्क बोर्ड, सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तमिलनाडु राज्य में सेलम जिले में स्थित मेट्टूर को भांडागार स्टेशन के रूप में घोषित करता है।

[फा. सं. 473/26/84-सीमा शुल्क-VII]

टी. ए. के. गोरी, अवर सचिव,

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 16th June, 1984

No. 177/84-CUSTOMS

S.O. 1985.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Mettur situated

in Salem District in the State of Tamil Nadu to be a warehousing station.

[F. No. 473/26/84-CUS. VII]

T. H. K. GHOURI, Under Secy.

### केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 5 मई, 1984

(आय कर)

का० घा० 1986.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 121क की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और दिनांक 3-11-83 की अपनी अधिसूचना सं० 5446 (का० सं० 261/22/83-आ० का० न्या०) में संशोधन करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड, एतद्वारा निवेश देता है कि आयकर प्रायुक्त (अपील)-XI, कलकत्ता, स्तम्भ सं० 2 और 3 की तत्संबन्धी प्रविष्टियों में विनिर्दिष्ट आयकर वार्डों, परिमण्डलों, जिलों और रेंजों में, आयकर या अतिकर या ब्याजकर से निर्धारित ऐसे व्यक्तियों के बारे में जो आयकर अधिनियम, 1961 की धारा 246 की उप-धारा (2) के खण्ड (क) से (ज) में कंपनी (लाभ) अतिकर अधिनियम, 1964 (1964 का 7) की धारा 11 की उपधारा (1) और ब्याजकर अधिनियम, 1974 (1974 का 45) की धारा 15 की उपधारा (1) में उल्लिखित किसी भी भावेश से व्यपित हुए हैं और ऐसे व्यक्तियों या व्यक्ति-वर्ग की धारत थी, जिनके लिए बोर्ड ने आयकर अधिनियम, 1961 की धारा 246 की उप-धारा (2) के खण्ड (1) के उपबन्धों के अनुसार निवेश दिया है या भविष्य में निवेश दें, अपने कार्य का निर्वहन करेंगे।

अधिकार-क्षेत्र और आयकर वार्ड और परिमण्डल निरीक्षी सहायक आय-प्रधान कार्यालय कर प्रायुक्त के रेंज

1	2	3
आयकर प्रायुक्त (अपील)-XI	1. जिला VI 2. जिला VII 3. जलपाईगुरी 4. कूच बिहार 5. दार्जिलिंग 6. पश्चिमी विनाजपुर तथा मालदा 7. सिलीगुरी 8. नाडिया 9. मुर्शिदाबाद 10. विशेष सर्वेक्षण परिमण्डल-VIII 11. विशेष परिमण्डल-VII 12. विशेष परिमण्डल-III 13. जिला-III (3) 14. जिला हावड़ा 15. विशेष परिमण्डल-IV * हावड़ा 16. कालिम्पोंग	1. नि० सं० घा०, रेंज-XVIII 2. नि० सं० घा०, रेंज-IV 3. नि० सं० घा०, रेंज-जलपाईगुरी 4. नि० सं० घा०, रेंज-XIX 5. नि० सं० घा०, विशेष रेंज-VII 6. नि० सं० घा०, विशेष रेंज-III 7. नि० सं० घा० रेंज-XXII 8. नि० सं० घा०, विशेष रेंज-IV 9. नि० सं० घा०, विशेष रेंज-III 10. नि० सं० घा०, विशेष रेंज-III 11. नि० सं० घा०, विशेष रेंज-III 12. नि० सं० घा०, विशेष रेंज-III 13. नि० सं० घा०, विशेष रेंज-III 14. नि० सं० घा०, विशेष रेंज-III 15. नि० सं० घा०, विशेष रेंज-III 16. नि० सं० घा०, विशेष रेंज-III

यतः कोई आयकर परिमण्डल, वार्ड अथवा जिला अथवा रेंज अथवा उसका कोई भाग इस अधिसूचना द्वारा एक अधिकार क्षेत्र से किसी अन्य अधिकार-क्षेत्र में अन्तर्गत हो जाता है, वहाँ उस आयकर परिमण्डल, वार्ड या जिले या रेंज या उसके किसी भाग में किए गए कर-निर्धारणों से

उत्पन्न होने वाली और इस अधिसूचना की तारीख के लागू होने से तत्काल पहले अतिरिक्त पड़ी अपीलें उस अधिकार-क्षेत्र के आयकर प्रायुक्त (अपील) को अन्तर्गत की जाएंगी और उसके द्वारा निपटाई जाएंगी जिसको उक्त वार्ड, परिमण्डल अथवा जिला अथवा रेंज या उसका कोई भाग अन्तर्गत हुआ है।

यह अधिसूचना 1 फरवरी, 1984 से लागू होगी।

[सं० 5790 (का० सं० 261/5/84-आ० का० न्या०)]

### CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 5th May, 1984

(INCOME-TAX)

S.O.1986.—In exercise of the powers conferred by Sub-section (1) of Section 121A of the Income-tax Act, 1961 (43 of 1961) and in modification of its Notification No. 5446 (F. No. 261/22/83-ITJ) dated 3-11-83, the Central Board of Direct Taxes hereby directs that the CIT (Appeals)-XI, Calcutta shall perform his functions in respect of such persons assessed to Income-tax or Sur-tax or Interest-tax in the Income-tax Wards, Circles, Districts and Ranges specified in the corresponding entries in Column 2 and Column 3 thereof as are aggrieved by any of the orders mentioned in Clauses (a) to (h) of Sub-section (2) of Section 246 of the Income-tax Act, 1961, in Sub-section (1) of Section 11 of the Companies (Profits) Sur-tax Act, 1964 (7 of 1964) and in sub-section (1) of Section 15 of the Interest-tax Act, 1974 (45 of 1974) and also in respect of such persons of classes of persons as the Board has directed or may direct in future in accordance with the provisions of clause (1) of Sub-section (2) of Section 246 of the Income-tax Act, 1961.

Charges with Headquarters	Income-tax Wards and Circles	Ranges of IAC
CIT(Appeal)-XI	1. Dist. VI 2. Dist. VII 3. Jalpaiguri 4. Cooch-Behar 5. Darjeeling 6. West Dinajpur & Malda 7. Silguri 8. Nadia 9. Murshidabad 10. Spl. Survey Circle-VIII 11. Spl. Circle-VII 12. Spl. Circle-III 13. Dist. III(3) 14. Dist. Howrah 15. Spl. Circle-IV Howrah 16. Kalimpong.	1. IAC, Range-XVIII 2. IAC, Range-IV 3. IAC, Range-Jalpaiguri 4. IAC, Range-XIX 5. IAC, Spl. Range-VI 6. IAC, Spl. Range-III 7. IAC, Range-XXII 8. IAC, Spl. Range-IV

Whereas Income-tax Circle, Ward or District or Range or Part thereof stands transferred by this Notification from one charge to another charge, appeals arising out of the assessments made in that Income-tax Circle, Ward or District or Range or part thereof and pending immediately before the date of this Notification takes effect, be transferred to and dealt with by the CIT(A) of the charge to whom the said Ward, Circle or District or Range or part thereof is transferred.

This Notification shall take effect from 1st February, 1984.

[No. 5790 (F. No. 261/5/84-ITJ)]

का० प्रा० 1987.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 121क की उप-धारा (1) द्वारा प्रबल शक्तियों का प्रयोग करते हुए और दिनांक 3-11-83 की अपनी अधिसूचना सं० 5446 (फा० सं० 261/22/83-प्रा० क० न्या०) में संशोधन करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड, एतद्वारा निदेश देता है कि आयकर आयुक्त (अपील)-14, कलकत्ता, स्तम्भ सं० 2 और 3 की तत्संबंधी प्रविष्टियों में निम्नलिखित आयकर बाडों, परिमण्डलों, जिलों और रेंजों में, आयकर या अतिकर या ब्याजकर से निर्धारित ऐसे व्यक्तियों के बारे में जो आयकर अधिनियम, 1961 की धारा 246 की उप-धारा (2) के खण्ड (क) से (ज) में, कंपनी (लाभ) अतिकर अधिनियम, 1964 (1964 का 7) की धारा 11 की उप-धारा (1) और ब्याजकर अधिनियम, 1974 (1974 का 45) की धारा 15 की उप-धारा (1) में उल्लिखित किसी भी आदेश से व्यक्त हुए हैं और ऐसे व्यक्तियों या व्यक्ति-वर्ग को बाबत भी, जिनके लिए बोर्ड ने आयकर अधिनियम, 1961 की धारा 246 की उप-धारा (2) के खण्ड (1) के उपबन्धों के अनुसार निदेश दिया है या भविष्य में निदेश दें, अपने कार्य का निर्वहण करेंगे।

## अनुसूची

अधिकार-क्षेत्र और प्रधान कार्यालय	आयकर बाड और परिमण्डल	नरीक्षी सहायक आयकर आयुक्त के रेंज
1	2	3
आयकर आयुक्त (अपील)-14, कलकत्ता	1. सिनेमा परिमण्डल	नि० सं० प्रा० सिनेमा परि० रेंज
	2. विशेष परिमण्डल हुण्डी परिमण्डल	नि० सं० प्रा० रेंज-V
	3. विशेष परि०-II हुण्डी परि०	नि० सं० प्रा०-रेंज-X
	4. परियोजना परि०	नि० सं० प्रा० आसनसोल रेंज
	5. परियोजना परि०-I	नि० सं० प्रा० बर्दवान रेंज
	6. परियोजना परि०-II	नि० सं० प्रा० रेंज-XXI
	7. आसनसोल	
	8. बर्दवान	
	9. हुगली	
	10. बीरभूम	
	11. पुरुलिया	
	12. बांकुरा	
	13. दुर्गापुर	
	14. 24-परगना	
	15. मिदनापुर	
	16. एस० सी०-VII	
	17. प्रण्डमान और निकोबार द्वीप समूह	
	18. हस्तिना	

प्रतः कोई आयकर परिमण्डल, बाड अथवा जिला अथवा रेंज अथवा उसका कोई भाग इस अधिसूचना द्वारा एक अधिकार क्षेत्र से किसी अन्य अधिकार-क्षेत्र में अन्तर्गत हो जाता है, वहाँ उस आयकर परिमण्डल, बाड या जिले या रेंज या उसके किसी भाग में किए गए कर-निर्धारणों से उत्पन्न होने वाली और इस अधिसूचना की तारीख के लागू होने से तत्काल पहले अतिर्णीत पड़ी अपीलें उस अधिकार-क्षेत्र के आयकर आयुक्त (अपील) को अन्तर्गत की जाएंगी और उसके द्वारा निपटाई जाएंगी

जिसको उक्त बाड, परिमण्डल अथवा जिला अथवा रेंज या उसका कोई भाग अन्तर्गत हुआ है।

यह अधिसूचना 1 नवम्बर, 1983 से लागू होगी।

[सं० 5791 (फा० सं० 261/5/84-प्रा० क० न्या०)]

कल्याण चन्द, अधीक्षक सचिव  
केन्द्रीय प्रत्यक्ष कर बोर्ड

S.O. 1987.—In exercise of the powers conferred by sub-section (1) of Section 121A of the Income-tax Act, 1961 (43 of 1961) and in modification of its Notification No. 5446 (F. No. 261/22/83-ITJ) dated 3-11-83, the Central Board of Direct Taxes hereby directs that the CIT (Appeals)-XIV, Calcutta shall perform his functions in respect of such persons assessed to Income-tax or Sur-tax or Interest-tax in the Income-tax Wards, Circles, Districts and Ranges specified in the corresponding entries in Column 2 and Column 3 thereof as are aggrieved by any of the orders mentioned in Clauses (a) to (h) of Sub-section (2) of Section 246 of the Income-tax Act, 1961, in sub-section (1) of Section 11 of the Companies (Profits) Sur-tax Act, 1964 (7 of 1964) and in sub-section (1) of Section 15 of the Interest Tax Act, 1974 (45 of 1974) and also in respect of such persons or classes of persons as the Board has directed or may direct in future in accordance with the provisions of clause (1) of sub-section (2) of Section 246 of the Income-tax Act, 1961.

## SCHEDULE

Charges with Headquarters and Circles	Income-tax Wards and Circles	Ranges of IAC
CIT(Appeals)-XIV, Calcutta	1. Cinema Circle	IAC Cinema Cir. Range
	2. Spl. Circle Hundi Cir.	IAC Range-V
	3. Spl. Cir. II Hundi Cir.	IAC Range-X
	4. Project Circle	IAC Asansol Range
	5. Project Cir. I	IAC Burdwan Range
	6. Project Cir. II	IAC Range-XXI
	7. Asansol	
	8. Burdwan	
	9. Hooghly	
	10. Birbhum	
	11. Purulia	
	12. Bankura	
	13. Durgapore	
	14. 24-Parganas	
	15. Midnapore	
	16. SC-VII	
	17. Andaman & Nicobar Islands	
	18. Haldia	

Whereas Income-tax Circle, Ward or District or Range or part thereof stands transferred by this Notification from one charge to another charge, appeals arising out of the assessments made in that Income-tax Circle, Ward or District or Range or part thereof and pending immediately before the date of this Notification takes effect, be transferred to and dealt with by the CIT(A) of the charge to whom the said Ward, Circle or District or Range or part thereof is transferred.

This Notification shall take effect from 1st November, 1983.

[No. 5791 (F. No. 261/5/84-ITJ)]

KALYAN CHAND, Under Secy.  
Central Board of Direct Taxes

नई दिल्ली, 8 मई, 1984

का० घा० 1988.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रस्तुत शक्तियों और इस संबंध में केन्द्रीय प्रत्यक्ष कर बोर्ड को समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा समय-समय पर यथा संशोधित दिनांक 12 नवम्बर, 1980 की अपनी अधिसूचना सं. 3723 (फा० सं० 261/26/80-आ० का० घा०) से संलग्न अनुसूची में निम्नलिखित संशोधन करता है।

अनुसूची में, स्तम्भ 2 में उल्लिखित प्रविष्टियों नीचे स्तम्भ 1 में उल्लिखित रेंज के सामने प्रतिस्थापित की जाएगी :—

स्तम्भ 1	स्तम्भ 2
अपीलीय सहायक आयुक्त, रेंज-जलपाईगुरी	1. जलपाईगुरी 2. कूच-बिहार 3. दार्जिलिंग 4. सिलिगुरी 5. विशेष परिमण्डल, सिलिगुरी 6. पश्चिम दिनाजपुर, माल्दा 7. विशेष परिमण्डल VIII 8. कालिम्पोंग

यह आदेश 1 फरवरी, 1984 से लागू होगा।

[सं० 5797 (फा० सं० 261/1/84-आ० का० घा०)]

के० एम० सुल्तान, अधीन सचिव  
केन्द्रीय प्रत्यक्ष कर बोर्ड

New Delhi, the 8th May, 1984

S.O.1988.—In exercise of the powers conferred by Sub-section (1) of Section 122 of the I.T. Act, 1961 (43 of 1961) and of all other powers enabling it on that behalf the Central Board of Direct Taxes, hereby make the following amendments to the schedule appended to its Notification No. 3723 (F. No. 261/26/80-ITJ) dated 12-11-80 as amended from time to time

In the Schedule, the entries in Col 2 shall be substituted against the Range mentioned in Col. 1, below :

Column 1	Column 2
A.A.C. R-Jalpaiguri	1. Jalpaiguri 2. Cooch-Bihar 3. Darjeeling 4. Siliguri 5. Spl. Circle, Siliguri 6. West Dinajpur, Malda 7. Spl. Circle VIII 8. Kalimpong

This order shall take effect from 1-2-84.

[No. 5797 (F. No. 261/1/84-ITJ)]

K.M. SULTAN, Under Secy.  
Central Board of Direct Taxes

(आर्थिक कार्य विभाग)

(वैकिंग मंत्रालय)

नई दिल्ली, 7 जून, 1984

का० घा० 1989.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 8 के उपखंड (1) के साथ पठित खंड 3 के उपखंड (क) के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से

परामर्श करने के पश्चात् श्री के० सदानन्द शेट्टी को 8 जून, 1984 से शारम्भ होने वाली और 7 जून, 1987 को समाप्त होने वाली अवधि के लिए विजया बैंक के प्रबंध निदेशक के रूप में नियुक्त करती है।

[सं० एक० 9/14/84-बी० प्रो०-1 (1)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 7th June, 1984

S.O. 1989.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri K. Sadananda Shetty as the Managing Director of the Vijaya Bank for a period commencing on June 8, 1984 and ending with June 7, 1987.

[No. F. 9/14/84-BO.I(1)]

का० घा० 1990.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 7 के साथ पठित खंड 5 के उपखंड (1) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री के० सदानन्द शेट्टी को, जिन्हें 8 जून, 1984 से विजया बैंक के प्रबंध निदेशक के रूप में नियुक्त किया गया है, उसी तारीख से विजया बैंक के निदेशक बोर्ड के अध्यक्ष के रूप में नियुक्त करती है।

[संख्या एक० 9/14/84-बी० प्रो०-1(2)]

श० वा० मीरचन्दानी, निदेशक

S.O. 1990.—In pursuance of sub-clause (1) of clause 5, read with clause 7, of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government after consultation with the Reserve Bank of India, hereby appoints Shri K. Sadananda Shetty, who has been appointed as Managing Director of the Vijaya Bank with effect from June 8, 1984 to be Chairman of the Board of Directors of the Vijaya Bank with effect from the same date.

[No. F. 9/14/84-BO.I(2)]

C. W. MIRCHANDANI, Director

### वाणिज्य मंत्रालय

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

नई दिल्ली, 8 जून, 1984

आदेश

का० घा० 1991.—सर्वश्री दुर्गापुर प्रोजेक्ट्स लि०, कलकत्ता को संलग्न सूची के अनुसार 75 एम डब्ल्यू वॉरेंलर के लिए फालतू पुर्जों के आयात के लिए 1,80,285- रु० का एक आयात लाइसेंस सं० जी० आई० 1083769, दिनांक 10-7-1978 प्रदान किया गया था, जो खो गया था।

2. सर्वश्री दुर्गापुर प्रोजेक्ट्स लि०, कलकत्ता ने अब सीमाशुल्क प्रति के साथ अनुविधि लाइसेंस जारी करने के लिए इस आधार पर अनुरोध किया है कि उपर्युक्त मूल आयात लाइसेंस कलकत्ता सीमाशुल्क प्राधिकारियों के पास पंजीकृत कराने और 73,194- रु० (सात-बीमा-भाड़ा) मूल्य तक आर्थिक रूप से उपयोग में लाने के पश्चात् ही खो गई है।

3. अपने तर्क के समर्थन में, सर्वश्री दुर्गापुर प्रोजेक्ट्स लि०, कलकत्ता ने 1983-84 की आयात तथा निर्यात क्रियाविधि ईडब्ल्यू के अध्याय-15 की कड़िका 353 के अंतर्गत यथा अपेक्षित एक शपथपत्र दाखिल

किया है। अधोहस्ताक्षरी संतुष्ट है कि मूल आयात लाइसेंस सं० जी० आर० 1083769 दिनांक 10-7-1978 ही गया है और निवेश देता है कि आयातक को लाइसेंस की एक प्रतिलिपि प्रति जारी की जाए। मूल लाइसेंस एतद्वारा रद्द किया जाता है।

4. इसके बबले में नया लाइसेंस जारी करने के मामले में भ्रम से आंच की जा रही है।

[मि० सं० एस० जी०/3/78-79(पी एल एस-बी०)/जी० एल० एस०/84]

जी० वेन्कटचलम, उप-मुख्य नियंत्रक, आयात-निर्यात  
इसे मुख्य नियंत्रक, आयात-निर्यात

#### MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports & Exports)

New Delhi, the 8th June, 1984

S.O. 1991.—M/s. Durgapur Projects Ltd., Calcutta, was granted an import licence No. G/I/1083769 dated 10th July, 1978 for Rs. 1,80,285 only for the import of spares for 75 MW Boiler as per list attached therewith which has been lost.

2. M/s. Durgapur Projects Ltd., Calcutta, have now requested for issue of Duplicate Licence with Customs Copy, on the ground that the original import licence mentioned above has been lost having been registered with the Calcutta Customs authorities and utilised partly for Rs. 73,194 (cif).

3. In support of their contention, M/s. Durgapur Projects Limited, Calcutta, have filed an affidavit as required in terms of para 353 of Chapter XV of the Handbook of Import-Export Procedures for 1983-84. The undersigned is satisfied that the original import licence No. G/I/1083769 dated 10th July, 1978 has been lost and directs that a duplicate

copy of the licence may be issued to the applicant. The original licence is hereby treated as cancelled.

4. Issue of fresh licence in lieu of this in being examined separately.

[F. No. SG/3/78-79/(PLS-B)/GLS/84]

G. VENKATACHALAM, Dy. Chief Controller  
of Imports & Exports  
for Chief Controller of Imports & Exports.

विदेश मंत्रालय

(हज सेल)

नई दिल्ली, 10 मई, 1984

का० आ० 1922.—हज समिति अधिनियम, 1959 (1959 का 51) के खंड 4 और 5 के साथ पठित खंड 3 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, राज्य सभा के उपसभापति ने राज्य सभा के सदस्य श्री बी० वी० अब्दुल्ला कोयल को श्री सैयद शाहाबुद्दीन के स्थान पर हज समिति के लिए मनोनीत किया है।

[सं० एम (हज)/118-1/15/80]

आरिफ़ कमारैन, संयुक्त सचिव (अफ्रीका/हज)

#### MINISTRY OF EXTERNAL AFFAIRS

(Haj Cell)

New Delhi, the 10th May, 1984

S.O. 1992.—In exercise of the powers conferred by Section 3 read with Section 4 and 5 of the Haj Committee Act, 1959 (51 of 1959), the Deputy Chairman Rajya Sabha has nominated Shri B. V. Abdulla Koya, Member, Rajya Sabha to the Haj Committee vice Shri Syed Shahabuddin.

[No. M(Haj)118-1/15/80]

ARIF QAMARAIN, Jt. Secy. (Afr./Haj)

ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 13 जून, 1984

का० आ० 1993.—पेट्रोलियम एवं खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के खण्ड 2 की धारा (अ) के अनुसरण में, केन्द्रीय सरकार नीचे दी गई अनुसूची के कालम 1 में उल्लिखित प्राधिकारी को उक्त कालम (3) की तदनुसूची प्रविष्टि में उल्लिखित क्षेत्र की सीमाओं के भीतर उक्त अधिनियम के अन्तर्गत सक्षम प्राधिकारी के कार्य करने के लिए एतद्वारा प्राधिकृत करती है:

अनुसूची

व्यक्ति का नाम	पता	क्षेत्रीय सीमा
संपर्क अधिकारी	तेल एवं प्राकृतिक गैस आयोग, हजीरा बरेली जगदीशपुर गैस पाइपलाइन प्रोजेक्ट, 110, सुभाष नगर, साबेर रोड, उज्जैन	संपूर्ण मध्य प्रदेश राज्य

[सं० 12017/3/84/ओ०एन०जी०/डी-4]

#### MINISTRY OF ENERGY

(Deptt. of Petroleum)

New Delhi, the 13th June, 1984

S.O. 1993.—In pursuance of Clause (a) of Section 2 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorises the authority mentioned in column 1 of the schedule below to perform the function of the Competent Authority under the said Act, within the area mentioned in the corresponding entry in the column 3 of the said schedule.

## SCHEDULE

NAME OF PERSON	ADDRESS	TERRITORIAL JURISDICTION
LIAISON OFFICER	OIL & NATURAL GAS COMMISSION, HBJ PROJECT, 110 SUBHASH NAGAR, SAMBAR ROAD, UJJAIN	STATE OF MADHYA PRADESH

[No. 12017/3/84-ONG-D 4]

का०आ० 1994—पेट्रोलियम एवं खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के खण्ड 2 की धारा (अ) के अनुसरण में, केन्द्रीय सरकार नीचे दी गयी अनुसूची के कालम 1 में उल्लिखित प्राधिकारी को उक्त कालम (3) की तदनुसूची प्रविष्टि में उल्लिखित क्षेत्र की सीमाओं के भीतर उक्त अधिनियम के अन्तर्गत सक्षम प्राधिकारी के कार्य करने के लिए एतद्वारा प्राधिकृत करती है।

## अनुसूची

व्यक्ति का नाम	पता	क्षेत्रीय सीमा
सम्पर्क अधिकारी	तेल एवं प्राकृतिक गैस आयोग, हजीरा बरेली जगदीशपुर गैस पाइप लाइन प्रोजेक्ट, 49, इन्द्रा कालोनी, सवाई माधोपुर (322001)	संपूर्ण राजस्थान राज्य

[सं० 12017/3/84-ओ०एन०जीडी-4(1)]

S.O. 1994.—In pursuance of Clause (a) of Section 2 of the Petroleum & Minerals Pipelines (Acquisition of Right of Users in land) Act, 1962 (50 of 1962), the Central Government hereby authorises the authority mentioned in column 1 of the schedule below to perform the function of the Competent Authority under the said Act, within the areas mentioned in the corresponding entry in the column 3 of the said schedule.

## SCHEDULE

NAME OF PERSON	ADDRESS	TERRITORIAL JURISDICTION
LIAISON OFFICER	OIL & NATURAL GAS COMMISSION, HBJ GAS PIPELINE PROJECT, 47, INDIRA COLONY, SAWAI MADHOPUR (322 001)	STATE OF RAJASTHAN

[No. 12017/3/84/ONG-D—4 (i)]

का०आ० 1995—पेट्रोलियम एवं खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के खण्ड 2 की धारा (अ) के अनुसरण में, केन्द्रीय सरकार नीचे दी गयी अनुसूची के कालम 1 में उल्लिखित प्राधिकारी को उक्त कालम (3) की तदनुसूची प्रविष्टि में उल्लिखित क्षेत्र की सीमाओं के भीतर उक्त अधिनियम के अन्तर्गत सक्षम प्राधिकारी के कार्य करने के लिए एतद्वारा प्राधिकृत करती है :

## अनुसूची

व्यक्ति का नाम	पता	क्षेत्रीय सीमा
संपर्क अधिकारी	तेल एवं प्राकृतिक गैस आयोग, हजीरा बरेली जगदीशपुर गैस पाइपलाइन प्रोजेक्ट, बी-71, सेक्टर "एच", अलीगंज, लखनऊ 226020	संपूर्ण उत्तर प्रदेश राज्य

[सं० 12017/3/84-ओ०एन०जी०डी-4(ii)]  
पी०, के० राजगोपालन, डीस्क अधिकारी

S.O. 1995.—In pursuance of clause (a) of Section 2 of the Petroleum of Minerals Pipelines (Acquisition of Right of Users in land) Act, 1962 (50 of 1962), the Central Government hereby authorises the authority mentioned in column 1 of the schedule below to perform the function of the Competent Authority under the said Act, within the areas mentioned in the corresponding entry in the column 3 of the said schedule.

## SCHEDULE

NAME OF PERSON	ADDRESS	TERRITORIAL JURISDICTION
LIAISON OFFICER	OIL & NATURAL GAS COMMISSION, HBJ GAS PIPELINE PROJECT, B-71, SECTOR 'H', ALIGANJ, LUCKNOW.	STATE OF UTTAR PRADESH

[No. 12017/3/84-ONG-D4(ii)]

P. K. RAJAGOPALAN, Desk Officer.

(कोयला विभाग)

नई दिल्ली, 6 जून, 1984

(Department of Coal)

New Delhi, the 6th June, 1984

का० आ० 1996.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त होने की संभावना है;

अतः अब केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उसमें कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र का निरीक्षण सेंट्रल कोलफील्ड्स लि०, (राजस्व अनुभाग), दरभंगा हाउस, रांची के कार्यालय में या आयुक्त हजारीबाग (बिहार) के कार्यालय में या कोयला नियंत्रक, 1-काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निदिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों की अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिन के भीतर राजस्व अधिकारी, सेंट्रल कोलफील्ड्स लि०, दरभंगा हाउस, रांची को भेजेंगे।

अनुसूची

लपंगा विस्तार-II

(साउथ करनपुरा कोलफील्ड)

जिला—हजारीबाग (बिहार)

रेखाचित्र सं० रिब/48/83

दिनांक: 15-12-1984

(जिसमें पूर्वक्षण के लिए अधिसूचित भूमि वर्णित की गई है।)

क्रम संख्या	ग्राम	थाना	थाना संख्या	जिला	क्षेत्र	टिप्पणी
1.	बुंदु	मांडु	39	हजारीबाग	भाग	
कुल क्षेत्र: 270.00 एकड़ (लगभग)						
अथवा: 109.26 हेक्टेयर (लगभग)						

गीमा वर्णन:—

क-ख रेखा दामोदर नदी के भागत: बाएं किनारे के साथ-साथ जाती है।  
ख-ग रेखा ग्राम बुंदु और सिरका की भागत: सम्मिलित सीमा के साथ-साथ जाती है।

ग-घ रेखाएं ग्राम बुंदु से होकर जाती हैं।

घ-क रेखा ग्राम बुंदु से होकर जाती है और आरंभिक बिंदु "क" पर मिलती है।

[सं० 43019/3/84-सी०एल०/सी०ए०]

ससय सिंह, अवर सचिव

S.O. 1996.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area concerned by this notification can be inspected at the Office of the Central Coalfields Limited, (Revenue Section), Darbhanga House, Ranchi, or at the Office of the Deputy Commissioner, Hazaribagh (Bihar), or at the Office of the Coal Controller, 1-Council House Street, Calcutta.

All persons interested in the land covered by this Notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Central Coalfields Limited, Darbhanga House, Ranchi, within 90 days from the date of publication of this notification in the Official Gazette.

## SCHEDULE

Lapanga Extn. II

(South Karanpura Coalfield)

District : Hazaribagh (Bihar)

Drg. No. Rev/48/83

Date : 15-12-83

(Showing land notified for prospecting).

Sl. No.	Village	Thana	Thana number	District	Area	Remarks
1.	Bundu	Mandu	39	Hazaribagh	Part	

Total area : 270.00 acres (approximately)  
or 109.26 hectares (approximately)

Boundary description:—

- A—B line passes along the part left bank of River Damodar.  
B—C line passes along the part common boundary of villages Bundu and Sirka.  
C—D—E lines pass through village Bundu.  
E—A line passes through village Bundu and meets at starting point 'A'.

[No. 43019/3/84-CL/CA]

SAMAY SINGH, Under Secy



## हाद्य और नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)




भारतीय मानक संस्था




नई दिल्ली, 30 मई, 1984

का० आ० 1997.—नीचे अनुसूची में 1 से 4 स्तम्भों में जिन अधिसूचनाओं के ज्योरे दिए गए हैं उनके आंशिक संशोधन के रूप में भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि स्तम्भ 5 और 6 में उल्लिखित विभिन्न उत्पादों की मानक चिह्न की डिजाइनों का स्तम्भ 7 में उल्लिखित रूप पुनरीकित किया गया है और इन मानक चिह्नों की पुनरीकित डिजाइनों का शाब्दिक विवरण स्तम्भ 8 में दिया गया है।

मानक चिह्न की ये वर्तमान डिजाइने भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम, 1952 और उसके अधीन बने नियमों तथा विनियमों के निमित्त प्रत्येक के आगे दिखाई गई तिथियों से लागू होंगी :

## अनुसूची

क्रम सं०	मंत्रालय का नाम	भारत के राजपत्र का संवर्ष	अधिसूचना की संदर्भ संख्या	उत्पाद	भारतीय मानक विधि की संख्या और शीर्षक	मानक चिह्न की डिजाइन	मानक चिह्न का शाब्दिक विवरण	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	औद्योगिक विकास एवं कंपनी मामलों का मंत्रालय (औद्योगिक विकास विभाग)	भाग II, खंड-3, उपखंड (ii) दिनांक 1989-06-07	एस०ओ० 2242 दिनांक 1989-05-23	तैयार मिश्रित रंग-रोगन ब्रुश से लगाने वाला बिटयूमेनी, काला, मीसारहित अम्ल क्षार और ताप प्रतिरोधी	IS : 159-1981 ब्रुश से लगाने वाले बिटयूमेनी काले मीसारहित, अम्ल क्षार और ताप प्रतिरोधी तैयार मिश्रित रंग-रोगन की विधि (सीमरा पुनरीक्षण)		भारतीय मानक संस्था जिसके मोनोग्राम में ISI शब्द होते हैं, स्तम्भ (7) में दिखाई गई सीली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पत्र संख्या और वर्ष अंकित किया गया है।	1982-08-16
2.	वाणिज्य एवं नागरिक पूर्ति (नागरिक पूर्ति विभाग)	भाग II, खंड-3, उपखंड (ii) दिनांक 1980-04-06	एस०ओ० 1155 दिनांक 1980-04-09	रंगरोगन के लिए एनाटोज टिटैनियम बाई आक्साइड	IS : 411-1981 रंगरोगन के लिए एनाटोज टिटैनियम बाई आक्साइड की विधि (दूसरा पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं, स्तम्भ (7) में दिखाई गई सीली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है इस मोनोग्राम के ऊपर की ओर भारतीय मानक की पत्र संख्या तथा वर्ष अंकित किया गया है।	1982-09-16
3.	नागरिक पूर्ति मंत्रालय	भाग II, खंड-3, उपखंड (ii) दिनांक 1981-10-10	एस०ओ० 2756 दिनांक 1981-09-17	(1) मशीन का तेल (2) त्रुटुओं का तेल	(1) IS : 493 (भाग 1) — 1981 सामान्य कार्यों के लिए मशीनों और त्रुटुओं के तेलों की विधि-विधि भाग 1 मशीनों का तेल (पहला पुनरीक्षण) (2) IS : 493 (भाग 2) — 1981 सामान्य कार्यों के लिए मशीनों और त्रुटुओं के तेल की विधि-विधि भाग 2 त्रुटु का तेल (पहला पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं, स्तम्भ (7) में दी गई सीली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पत्र संख्या तथा वर्ष अंकित किया गया है और मोनोग्राम के नीचे की ओर सस्सम्बन्धी भाग की संख्याएं दी गई हैं।	1982-11-01

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	उद्योग एवं नागरिक प्रति संस्थालय (औद्योगिक विकास विभाग)	भाग II, खंड-3 उपखंड (ii) दिनांक 1976-05-29	एस०ओ० 1764 दिनांक 1976-04-23	प्रेफाइट युक्त ग्रीज	IS : 508-1981 प्रेफाइट युक्त ग्रीज की विशिष्टि (तीसरा पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है; और जैसा डिजाइन में दिखाया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या और वर्ष अंकित किया गया है।	1982-12-01
5	वाणिज्य एवं नागरिक प्रति संस्थालय (नागरिक प्रति विभाग)	भाग II, खंड-3, उपखंड (ii) दिनांक 1980-04-26	एस०ओ० 1155 दिनांक 1980-04-09	पायरेथ्रम का सत	IS : 1051-1980 पायरेथ्रम के सत की विशिष्टि (दूसरा पुनरीक्षण)		जैसा ही	1982-09-01
6.	औद्योगिक विकास आंतरिक व्यापार एवं कम्पनी मामलों का संस्थालय (औद्योगिक विकास विभाग)	भाग II, खंड-3, उपखंड (ii) दिनांक 1970-05-02	एस०ओ० 1571 दिनांक 1970-04-08	फाउंड्री में उपयोग के लिए डेक्सट्रिन	IS : 4269-1981 फाउंड्रियों में उपयोग के लिए डेक्सट्रिन की विशिष्टि (पहला पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है; और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या और वर्ष अंकित किया गया है।	1982-08-01

[सं०सी०एम०डी०/13:9]

## MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)


## INDIAN STANDARDS INSTITUTION







New Delhi, the 30th May, 1984

S.O. 1997.—In partial modifications of the notifications details of which are given in Col. 1 to 4 of the following Schedule the Indian Standards Institutions, hereby, notifies that the designs of the standard marks pertaining to various products referred to in Cols. 5 and 6 have been revised as given in Col. 7, and the verbal description of the revised designs of the standard marks are given in Col. 8.

The existing designs of the standard marks, for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder shall come into force with effect from the dates shown against each :

## SCHEDULE

Sl. No.	Name of the Ministry	Reference to Govt. of India Gazette	Reference to Notification No.	Product	IS : No. & Title of the Specification	Design of Standards Mark	Verbal Description of the Design of the Standard Mark	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	Ministry of Industrial Development and Company Affairs (Department of Industrial Development)	Part-II, Section-3, Sub-section (ii) dated 1969-06-07	S.O. 2242 dated 1969-05-23	Ready mixed paint, brushing bituminous, black, lead free, acid, alkali and heat resisting	IS : 158-1981 Specification for ready mixed paint brushing bituminous, black, lead free, acid, alkali and heat resisting (third revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI'; drawn in the exact style and relative proportions as indicated in Col. (7); the number of Indian Standard, along with its year, being superscribed on the top side of the monogram as indicated in the design.	1982-08-16

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2. Ministry of Commerce and Civil Supplies (Department of Civil Supplies)	Part-II, Section-3, Sub-section (ii) dated 1980-04-26	S.O. 1155 dt. 1980-04-09	Titanium dioxide, anatase for paints	IS : 411-1981 Specification for titanium dioxide, anatase, for paints (second revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the number of Indian Standard, alongwith its year, being superscribed on the top side of the monogram as indicated in the design.	1982-09-16	
3. Ministry of Civil Supplies	Part-II, Section-3, Sub-section (ii) dated 1981-10-10	S.O. 2756 (i) Machinery oil dated 1981-09-17	(ii) Spindle oil	(i) IS : 493 (Part-I) 1981 Specification for general purpose machinery and spindle oils : Part I Machinery oil first-revision)  (ii) IS : 493 (Part-II) -1981 Specification for general purpose machinery and spindle oils : Part II Spindle oil (first-revision)	  	The monograms of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (7);  the numbers of the Indian Standards, alongwith its year, being superscribed on the top sides and the relevant part numbers being subscribed under the bottom sides of the monograms as indicated in the designs.	1982-11-01	
4. Ministry of Industry and Civil Supplies (Department of Industrial Development)	Part-II, Section-3, Sub-section (ii) dated 1976-05-29	S.O. 1764 dated 1976-04-23	Grease graphited	IS : 508-1981 Specification for grease graphited (third-revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7) ; the number of Indian Standard, alongwith its year, being superscribed on the top side of the monogram as indicated in the design.	1982-12-01	
5. Ministry of Commerce and Civil Supplies (Department of Civil Supplies)	Part-II, Section-3, Sub-section (ii) dated 1980-04-26	S.O.1155 dated 1980-04-09	Pyrethrum extracts	IS : 1051-1980 Specification for pyrethrum extracts (second revision)		-do-	1982-09-01	
6. Ministry of Industrial Trade and Company Affairs (Department of Industrial Development)	Part-II, Section-3, Sub-section (ii) dated 1970-05-02	S.O.1571 dated 1970-04-08	Dextrin for use in & foundries	IS : 4269:1981 Specification for dextrin for use in foundries (first revision)		-do-	1982-08-01	

क्र०भा० 1998.—भारतीय मानक संस्था की ओर से एतद्वारा अधिसूचित किया जाता है कि मोने की गई अनुसूची में स्तम्भ 2 और 3 में की गई विनिर्दिष्ट वस्तुओं सम्बन्धी मुहर लगाने की फीस स्तम्भ 4, 5 और 6 में उल्लेख के अनुसार पुनरीक्षित की गई है। मुहर लगाने की पुनरीक्षित फीस को बट्टे प्रत्येक के आगे की गई तिथियों से लागू होगी।

## अनुसूची

क्रम संख्या	वस्तु	भारतीय मानक की संख्या	इकाई	मुहर लगाने की दर		भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) का संदर्भ			लागू होने की तारीख
				प्रति इकाई	इकाई के लिए	अधिकृत ए० ओ० संख्या	आंशिक संशोधित ए० ओ० संख्या	जारी होने की तारीख	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	तीन फीजी प्रेरण मोटरें	IS: 325-1978	1 कि०वा०	0.30	पहली 20000 0.20 अगली 40000 0.10 अगली 40000 0.05 शेष के लिये	1061 1978-03-28	---	1978-04-15	1983-12-01
2.	बिजली की केप्टलिया और जंग	IS: 367-1977	एक अवयव	0.60 0.30	पहली 7500 शेष के लिये	---	1790 1980-05-23	1980-07-05	1982-12-16
3.	सीलिंग रोज	IS: 371-1979	100 अवयव	1.20 0.60	पहली 2500 शेष के लिये	---	2010 1978-06-23	1978-07-08	1982-12-16
4.	तोबे के बालकों वाली रबड़-रोधित केबल और लकड़ीली औरिया	IS: 434 (भाग 1) —1964	100 मीटर	0.15 0.10	पहली 5000 शेष के लिये	1125 1978-04-04	---	1978-04-22	1982-04-01
5.	एलुमिनियम बालकों वाले रबड़ रोधित केबल	IS: 434 (भाग-2) —1964	-वही-	0.15 0.10	पहली 5000 शेष के लिये	-वही-	---	-वही-	-वही-
6.	साइकिल फ्रेम	IS: 623-1963	100 फ्रेम	0.75 0.60	पहली 10000 शेष के लिये	1153 1980-04-08	---	1980-04-26	1982-12-01
7.	कागज रोधित सीसायुक्त खोल-धार केबल	IS: 692-1973	100 मीटर	5.00	सभी	1125 1978-04-04	---	1978-04-22	1982-04-01
8.	पी वी सी रोधित केबल	IS: 694-1977	100 मीटर	0.15 0.11	पहली 5000 शेष के लिये	1126 1978-04-04	---	-वही-	-वही-
9.	सख्त चारसी वाली पीपी की मिठाइयाँ	IS: 1005-1981	एक किलो	0.07	सभी	---	1970 1980-05-23	1980-07-05	1982-11-01
10.	बिस्कुट	IS: 1011-1981	एक मीटर टन	3.50 1.75 1.25	पहली 1000 अगली 5000 शेष के लिये	1059 1978-03-28	---	1978-04-15	1982-06-01
11.	सामान्य कार्यों के लिये कार्बन इस्पात की डली वस्तुएं	IS: 1030-1974	-वही-	5.00	सभी	2318 1978-07-27	---	1978-08-12	1982-05-16
12.	पीपी और रेज सस्योय के लिए छात्रा कपड़ा	IS: 1178-1973	100 मीटर	3.00	सभी	1542 1980-05-16	---	1980-06-07	1982-08-16
13.	सीमेंट कंक्रीट के फर्श देने के टाइल	IS: 1237-1959	10 मी <sup>2</sup>	1.50	सभी	2335 1980-08-12	---	1980-09-13	1983-01-01

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
14. बैक्स खमीर	IS: 1320-1981	एक किग्रा०	0.05	सभी	766	---	---	1978-03-18	1982-09-01
	(1) शुष्क खमीर				1978-02-21				
	(2) संपीड़ित खमीर	-वही-	0.015	पहली 500000					
			0.010	शेष के लिए					
15. पटसन करघों के लिए पिच बंधे तार के राख	IS 1552-1978	एक अदद	0.10	सभी	---	1790	1980-07-05	1982-05-01	
						1980-05-23			
16. पीबीसी रोधित (उच्च दृष्टी) केबल 1100 तक मोड़ता वाली	IS: 1554(भाग-1)	100	1.50	पहली 5000	1126	---	---	1978-04-22	1982-04-01
	—1976	मीटर	1.00	शेष के लिए	1978-04-04				
17. पीबीसी रोधित (उच्च दृष्टी) केबल 3.3 किलोवाट से 33 किलोवाट तक	IS: 1554(भाग-2)	-वही-	5.00	सभी	-वही-	---	---	-वही-	-वही-
	—1970								
18. पोलिइथाइलीन रोधित केबल	IS: 1598-1977	-वही-	0.15	पहली 5000	-वही-	---	---	-वही-	-वही-
			0.10	शेष के लिए					
19. पशुओं के आहार के पूरक रूप में खनिज मिश्र वस्तुएं	IS: 1664-1968	एक टन	5.00	पहली 500		1790	1980-07-05	1982-03-01	
			3.00	शेष के लिए		1980-05-23			
20. तोले गुमा बाल	IS: 1703-1977	एक अदद	0.15	सभी	---	1385	1979-04-28	1983-01-01	
		(1) फ्लोर सहित बाल वाल्वस				1979-04-09			
		(2) एक अदद बाल वाल्वस (केबल फ्लोर)	सभी		1610	---	1980-06-14	-वही-	
					1980-05-19				
21. सादे केलिको करघों के ताल	IS: 1794-1971	एक ताल	0.05	सभी	---	1790	1980-07-05	1982-05-01	
						1980-05-23			
22. टांका लगाने के मध्य में बरोजा परे तार	IS: 1921-1975	एक किग्रा०	0.20	सभी	765	---	---	1978-03-18	1982-06-16
					1978-02-21				
23. साइकिल का अगला चिमटा	IS: 2061-1962	100 फोर्क	0.75	पहली 10000	1153	---	---	1980-04-26	1982-12-01
			0.60	शेष के लिए	1980-04-03				
24. खांचदार ताले	IS: 2209-1976	एक अदद	1.00	पहली 3000	2352	---	---	1980-09-13	1981-10-01
			0.50	अगली 2000	1980-08-11				
			0.25	शेष के लिए					
25. खाने की पत्ती-दार जर्दा तम्बाकू	IS: 2344-1973	एक किग्रा०	0.10	पहली 50000	---	1790	1980-07-05	1982-08-01	
			0.05	अगली 200000		1980-05-23			
			0.02	शेष के लिए					
26. प्रतिदीप्त बत्ती द्यूध	IS: 2419-(भाग-1)	एक लैम्प	0.02	पहली 1000000	2241	---	---	1978-08-05	1981-12-16
			0.01	शेष के लिए	1978-07-19				
27. मोटर बाइकों के केबल	IS: 2465-1969	100 मीटर	0.15	पहली 5000	1126	---	---	1978-04-22	1982-04-01
			0.10	शेष के लिए	1978-04-01				
28. ट्राफिटिंग संयंत्र के लिए निचले रोलर	IS: 2510-1976	एक अदद	0.10	पहली 40000	2122	---	---	1980-08-09	1982-05-01
			0.03	शेष के लिए	1980-07-24				

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
29.	खाद्य पदार्थों के लिए आटो, रंग	IS: 2557-1963	एक लिटर	0.07	पहली 50000	—	1790	1980-07-05	1982-11-01
30.	बैच लॉ बोर्ड	IS: 2566-1975	एक अक्षर	0.08	पहली 50000	—	2123	1980-08-09	1982-12-01
31.	संयुक्त पनीर, उपचारित पनीर और लगाने का उपचारित पनीर	IS: 2785-1979	एक टन	10.00	पहली 500	1058	—	1978-04-15	1981-11-01
				7.50	अगली 500	1978-03-28			
				5.00	शेष के लिए				
32.	बिद्युत्तन ड्रम	IS: 3575-1977	100 ड्रम	1.50	पहली 3000	—	1123	1978-04-22	1982-12-01
				0.75	अगली 300		1978-04-04		
				0.50	शेष के लिए				
33.	छोटे चिकित्सा नैस सिलेंडरों के लिए वाल्व कनेक्शन	IS: 3745-1978	एक वाल्व	0.15	पहली 30000	1662	—	1978-06-10	—वही—
				0.10	शेष के लिए	1978-05-23			
34.	विद्युत खाद्य मिक्सियां (पीसने और तरल पदार्थ मिलाने वाली)	IS: 4250-1980	एक अक्षर	2.00	पहली 2500	723	—	1978-03-11	1982-12-16
				1.00	अगली 5000	1978-02-21			
				0.80	शेष के लिए				
35.	पीवीसी रोहित पीवीसी जोलवार ठोस एल्यूमीनियम बालकों वाले केबल	IS: 4288-1977	100 मीटर	1.50	सभी	1127	—	1980-04-22	1982-04-01
						1978-04-04			
36.	कैरामेल सादा	IS: 4467 (भाग 1)-1980	एक किग्रा०	1.15	सभी	—	1790	1980-07-05	1983-03-01
							1980-05-23		
37.	कैरामेल अमो-निया उपचारित	IS: 4467 (भाग 2)-1980	—वही—	0.15	सभी	—	—वही—	—वही—	—वही—
38.	कैरामेल अमो-निया सलकेट	IS: 4467 (भाग 3)-1980	—वही—	0.15	सभी	—	—वही—	—वही—	—वही—
39.	वार्निश चिपके काँच रेशा चढ़े गोल तांबे के तार	IS: 4685 (भाग 1)-1968	—वही—	0.35	सभी	—	—वही—	—वही—	—वही—
40.	वार्निश चिपके काँच रेशा चढ़े तांबे के बालक	IS: 4685 (भाग 2)-1971	एक किग्रा०	0.35	सभी	—	—वही—	—वही—	—वही—
41.	वायु कम्प्रेसर (मोजीटिच) डिस्पलेसमेंट प्रकार के)	IS: 5456-1969	एक कम्प्रेसर	15.00	सभी	313	—	1978-02-04	1983-01-01
						1978-01-13			
42.	जल, गैस और मलनिकास के लिए प्रयुक्त एस्बेस्टास सीमेंट पाइप पाइपों के साथ लगाने वाले ढलवां शोहों के विशेष फिटिंग	IS: 5531 (भाग 1 से 3)-1977	एक मीटर टन	7.50	पहली 500	शेष के लिए	2318	1978-08-12	1983-05-01
				5.00			1978-07-27		

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
43.	विस्फोट में प्रयुक्त केबल	IS : 5950—1977	100 मीटर	0.15 0.10	पहली 5000 शेष के लिए	1125 1978-04-04	—	1978-04-22	1980-20-01
44.	स्टेनलेस इस्पात की पट्टी चादर और परती	IS : 6911—1972	एक मीटरी टग	25.00 15.00	पहली 200 शेष के लिए	1154 1980-04-08	—	1980-04-26	1980-06-01
45.	स्थायी और उच्च दाब द्रवित गैसों के लिए सोबन रहित मैग्नीज इस्पात सिलेंडर	IS : 7285—1974	एक सिलेंडर	4.00 2.00	पहली 10000 शेष के लिए	313 1978-01-13	—	1978-02-04	1983-02-01
46.	खेती में प्रयुक्त अपकेन्द्रीय पम्पों के लिए तीन फेजी सिक्वडल केज-नुमा प्रेरण मोटरें	IS : 7538—1975	एक किलोवाट	0.30 0.20 0.10 0.05	पहली 20000 अगली 40000 अगली 40000 शेष के लिए	1061 1978-03-28	—	1978-04-15	1982-12-01
47.	राइजोवियम टीके	IS : 8268—1976	एक किग्रा	1.00	पहली 2500	1154 1980-04-08	—	1980-04-26	1982-12-01
48.	आग बुझाने के लिए नियंत्रित होज	IS : 8423—1977	100 मीटर	5.00 2.00	पहली 1000 शेष के लिए	1664 1978-05-23	—	1978-06-10	1983-01-01
49.	हुबाऊ मोटरों के लिए पीबीसी रोधित बाईंडिंग तार	IS : 8783—1978	1000 मीटर	1.25 0.75	पहली 5000 शेष के लिए	1991 1980-07-07	—	1980-07-26	1983-03-16
50.	ढलवां तांबा मिश्र धातु की फौसी बिब टोटियों और स्टाप टोटियां	IS : 8931—1978	एक अवयव	0.15	सभी	1543 1980-05-16	—	1980-06-07	1983-01-01

[सं० सी० एम० की/13 : 10]

ए० एम० चीमा, अपर महाविदेशक

S.O. 1998.—The Indian Standards Institution, hereby, notifies that the marking fees, pertaining to various products referred to in col. 2 and 3 of the following Schedule have been revised as mentioned in Col. 4, 5 and 6 thereof. The revised rate of marking fees shall come into force with effect from the dates shown against each :

## SCHEDULE

Sl. No.	Product	IS: No	Unit	Making Fee Rate		Reference to Govt. of India Gazette Notification Part-II, Section-3, Sub-section (ii)			
				Per unit	For Unit		Superseded S.O.No.	Partially Modified S.O. No.	Date of Issued
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	Three-phase induction motors	IS : 325 - 1978	1 KW	0.30 0.20 0.10 0.05	First 20000 Next 40000 Next 40000 Remaining.	1061 1978-03-28	—	1978-04-15	1982-12-01
2.	Electric Kettles and jugs	IS : 367 - 1977	One piece	0.60 0.30	First 7500 Remaining	—	1979 1980-05-23	1980-07-05	1982-12-16

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
3. Ceiling roses	IS : 371-1979	100 pieces	1.20	First 2500	—	2010	1978-07-08	1982-12-16	
			0.60	Remaining			1978-06-23		
4. Rubber-insulated cables and flexible cords with copper condition	IS : 434 (Pt. I) 1964	100 Metres	0.15	First 5000	1125	—	1978-04-22	1982-04-01	
			0.10	Remaining	1978-04-04				
5. Rubber-insulated cables with Aluminium conductors	IS:434(Pt. II) 1964	-do-	0.15	First 5000	-do-	—	-do-	-do-	
			0.10	Remaining.					
6. Bicycle frames	IS:623-1963	100 Frames	0.75	First 10000	1153	—	1980-04-25	1982-12-01	
			0.60	Remaining	1980-04-08				
7. Paper insulated lead sheathed cables	IS:692-1973	100 Metres	5.00	All	1125	—	1973-01-22	1982-01-01	
					1978-04-04				
8. PVC insulated cables	IS : 694-1977	100 Metres	0.15	First 5000	1126	—	—do—	—do—	
			0.10	Remaining	1978-04-04				
9. Hand boiled sugar Confectionery	IS:1008-1981	One kg.	0.07	All	—	1790	1980-07-05	1982-11-01	
						1980-05-23			
10. Biscuits	IS:1011-1981	One Tonne	3.50	First 1000	1059	—	1978-04-15	1982-05-01	
			1.75	Next 5000	1978-03-28				
			1.25	Remaining					
11. Carbon Steel casting for general engineering purposes.	IS:1030-1974	-do-	5.00	All	2318	—	1978-03-12	1982-05-16	
					1978-07-27				
12. J filter cloth for sugar and oil industries	IS:1178-1973	100 Metres	3.00	All	1542		1980-05-07	1982-03-16	
					1980-05-16				
13. Cement concrete flooring tiles	IS:1237-1959	10m <sup>2</sup>	1.50	All	2355	—	1980-09-13	1983-01-01	
					1980-08-12				
14. Baker's yeast	IS:1320-1981								
	(i) Dried yeast	One Kg.	0.05	All	766	—	1978-03-81	1982-09-01	
					1978-02-21				
	(ii) Compressed yeast	-do-	0.015	First 500000					
			0.010	Remaining					
15. Pitch-bound wire reeds for jute looms	IS:1552-1978	One piece	0.10	All	—	1790	1980-07-05	1982-05-01	
						1790-05-23			
16. PVC insulated (HD) cables upto 1100 V	IS:1554(Pt. I) 1976	100 Metres	1.50	First 5000	1126	—	1978-04-22	1982-04-01	
			1.00	Remaining	1978-04-04				
17. PVC insulated (HD) cables 3.3 Kv upto and including 33 Kv.	IS:1554(Pt. II) 1970	-do-	5.00	All	-do-	—	-do-	-do-	
18. Polyethylene insulated cables	IS:1596-1977	-do-	0.15	First 5000	-do-	—	-do-	-do-	
			0.10	Remaining.					
19. Mineral mixtures for supplementing cattle feeds	IS:1664-1968	One Tonne	5.00	First 500	—	1790	1980-07-05	1982-03-01	
			3.00	Remaining		1980-05-23			
20. Ball valves	IS:1703-1977								
	(i) Ball valves	One Piece	0.15	All	—	1385	1979-04-28	1983-01-01	
						1979-04-09			
	including floats.								
	(ii) Ball valves (float only)	-do-	0.04	All	1610	—	1980-05-14	-do-	
					1980-05-19				
21. Shuttles for plain calico looms	IS:1794-1971	One Shuttle	0.05	All	—	1790	1980-07-05	1982-05-01	
						1980-05-23			
22. Rosin-cored solder wire	IS:1921-1975	One Kg.	0.20	All	765	—	1978-03-18	1982-06-16	
					1978-02-21				
23. Bicycle front forks	IS:2061-1962	100 Forks	0.75	First 10000	1153	—	1980-04-25	1982-12-01	
			0.60	Remaining	1980-04-08				
24. Mortice locks	IS:2209-1976	One Piece	1.00	First 3000	2353	—	1980-09-13	1981-10-01	
			0.50	Next 2000	1980-08-11				
			0.25	Remaining					
25. Chewing tobacco, zardo flake type	IS:2344-1973	One Kg.	0.10	First 50000	—	1790	1980-07-05	1982-08-01	
			0.05	Next 200000		1980-05-23			
			0.02	Remaining.					
26. Tubular fluorescent lamp	IS:2418(Pt. I) 1977	One Lamp	0.02	First 1000000	2241	—	1978-08-05	1982-12-16	
			0.01	Remaining	1978-07-19				



(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
27. Cables for motor vehicles	IS:2465-1969	100 Metres	0.15 First 5000 0.10 Remaining	1126 1978-04-04	—	1973-04-22	1982-04-01		
28. Bottom rollers for draft- ing systems	IS:2510-1976	One Piece	0.10 First 40000 0.03 Remaining	2122 1980-07-24	—	1980-08-09	1982-05-01		
29. Annatto colour for food products	IS:2557-1963	One litre	0.07 First 50000 0.05 Remaining	— 1980-05-23	1790	1980-07-05	1982-11-01		
30. Bench vices	IS:2586-1975	One Piece	0.08 First 50000 0.05 Remaining	— 1980-07-24	2123	1980-08-09	1982-12-01		
31. Hard cheese, processed cheese and processed cheese spread	IS:2785-1979	One Tonne	10.00 First 500 7.50 Next 500 5.00 Remaining	1058 1978-03-28	—	1978-04-15	1981-11-01		
32. Bitumen drums	IS:3575-1977	100 Drums	1.50 First 3000 0.75 Next 3000 0.50 Remaining	— 1978-04-04	1123	1978-04-22	1982-12-01		
33. Yoke type valve connec- tions for small medical gas cylinders	IS:3745-1978	One Valve	0.15 First 30000 0.10 Remaining	1662 1978-05-23	—	1978-06-10	-do-		
34. Electrical food mixers. (liquidizers and grinders)	IS:4250-1980	One piece	2.00 First 2500 1.00 Next 5000 0.50 Remaining	723 1978-02-21	—	1978-03-11	1982-12-16		
35. PVC-insulated, PVC — sheathed solid aluminium conductored cables.	IS:4288-1967	100 Metres	1.50 All	1127 1978-04-04	—	1973-04-22	1982-04-01		
36. Caramel, plain	IS:4467-(Pt. I) 1980	One Kg.	0.15 All	—	1790 1980-05-23	1980-07-05	1983-03-01		
37. Caramel, ammonia process	IS:4467-(Pt. II) 1980	-do-	0.15 All	—	-do-	-do-	-do-		
38. Caramel, ammonia-sul- phite process	IS:4467-(Pt. III) 1980	-do-	0.15 All	—	-do-	-do-	-do-		
39. Varnish bonded glass - fibre covered round cop- per wires.	IS:4685(Pt. I)- 1968	-do-	0.35 All	—	-do-	-do-	1983-03-01		
40. Varnish bonded glass - fibre covered rectangular copper conductors.	IS:4685(P. II) 1971	One K.g	0.35 All	—	1790 1980-05-23	1980-07-05	1983-03-01		
41. Air-compressor (positive displacement type)	IS:5456-1969	One compressor	15.00 All	313 1978-01-13	—	1978-02-04	1983-01-01		
42. Cast iron specials for use with asbestos cement pressure pipes for water, gas and sewage	IS:5531(Pt. I to III)-1977	One Tonne	7.50 First 500 5.00 Remaining	2318 1978-07-27	—	1978-08-12	1982-05-01		
43. Shot firing cables	IS:5950-1971	100 Metres	0.15 First 5000 0.10 Remaining	1125 1978-04-04	—	1978-04-22	1982-04-01		
44. Stainless steel plate, sheet and strip	IS:6911-1972	One tonne	25.00 First 200 15.00 Remaining	1154 1980-04-08	—	1980-04-26	1982-05-01		
45. Seamless manganese steel cylinders for permanent and high pressure liquefi- able gases.	IS:7285-1974	One Cylinder	4.00 First 10000 2.00 Remaining	313 1978-01-13	—	1978-02-04	1983-02-01		
46. Three phase squirrel cage induction motors for centrifugal pumps for agricultural applica- tions.	IS:7538-1975	One KW	0.30 First 20000 0.20 Next 40000 0.10 Next 40000 0.05 Remaining	1061 1978-03-28	—	1973-04-15	1982-12-01		
47. Rhizobium inoculants	IS:8268-1976	One Kg.	1.00 First 2500 0.50 Next 2500 0.20 Remaining.	1154 1980-04-08	—	1980-04-25	1982-12-01		
48. Controlled percolating hose for fibre fighting	IS:4823-1977	100 Metres	5.00 First 1000 2.00 Remaining	1664 1978-05-23	—	1978-06-10	1983-01-01		
49. FVC insulated winding wires for submersible motors	IS:8783-1978	1000 Metres	1.25 First 5000 0.75 Remaining	1991 1980-07-07	—	1980-07-26	1983-03-16		
50. Cast copper alloy fancy bib taps and stop-taps	IS:8931-1978	One Piece	0.15 All	1543 1980-05-16	—	1980-06-07	1983-01-01		

[No. CMD/13-101]

A.S. CHEEMA, Addl. Dir. General

**निर्माण और आवास मंत्रालय**

नई दिल्ली, 31 मई, 1984

का० आ० 1999.—यत्. केन्द्रीय सरकार का दिल्ली बृहत योजना/क्षेत्रीय विकास योजना में नीचे उल्लिखित क्षेत्रों में कतिपय संशोधन करने का प्रस्ताव है तथा दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 44 के उपबंधों के अन्तर्गत विभांक 7-5-1983 के नोटिस सं० एफ० 16(146)/75-एम पी द्वारा उक्त अधिनियम की धारा 11-क की उप-धारा (3) में यथा ध्येयित नोटिस की तारीख से 30 दिन के भीतर आपत्तियों/सुझावों को प्रामाणित करने के लिए प्रकाशित किया गया था :—

और अतः उक्त संशोधन के संबंध में कोई आपत्ति और सुझाव प्राप्त नहीं हुए हैं।

अब, यत्., उक्त अधिनियम की धारा 11-क की उपधारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा दिल्ली की उक्त बृहत योजना और क्षेत्रीय विकास योजना में भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से निम्नलिखित संशोधन करती है; नामतः.

संशोधन :

“लगभग 1.1 हेक्टर (27 एकड़) माप का क्षेत्र जो मन्दिर मार्ग (काली बाड़ी तथा शंकर रोड के मध्य) के साथ पड़ता है और जो पूर्व में 30.5 मीटर (100 फुट) मार्गाधिकार वाले मन्दिर मार्ग से उत्तर में मन्दिर लेन से, पश्चिम में लाले से तथा दक्षिण में 68.58 मीटर (225 फुट) चौड़े शंकर रोड से घिरा है, का भूमि प्रयोग भारत सरकार, निर्माण और आवास मंत्रालय की अधिसूचना सं० के०-13011(9)/75-यू० डी० 1ए, दिनांक 30 मई, 1977 द्वारा यथा अधिसूचित “सार्वजनिक एवं अर्द्ध सार्वजनिक सुविधाओं” (सार्वजनिक-धार्मिक) से बदलकर “मनोरंजनारमक” प्रयोग में किया जाता है।”

[सं० के०-13011/15/(82-डी० डी० II ए)]

कृष्ण कुमार सक्सेना, डेस्क अधिकारी

MINISTRY OF WORKS AND HOUSING

New Delhi, the 31st May, 1984

S.O. 1999.—Whereas certain modifications, which the Central Government proposes to make in the Master Plan for Delhi/Zonal Development Plan regarding the areas mentioned hereunder, were published with Notice No. F. 16(146)/75-MP, dated 7th May, 1983 in accordance with the provisions of section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions, as required by sub-section (3) of section 11-A of the said Act within thirty days from the date of the said notice;

And whereas no objections and suggestions have been received with regard to the said modifications;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 11-A of the said Act, the Central Government hereby makes the following modifications in the said Master Plan for Delhi and Zonal Development Plan with effect from the date of publication of this modification in Gazette of India, namely :—

**MODIFICATION**

“The land use of an area measuring about 1.1 hect. (2.7 acres) located along Mandir Marg (between Kali Bari and Shanker Road) and bounded by Mandir Marg, 30.5 Mts. (100 ft.) r/w in the east, Mandir Lane in the North, nallah in the west and 68.58 mts. (225 ft.) wide Shanker Road in the South is changed from ‘public & semi-public facilities (institutional-religious)’ as notified by the Government of India, Ministry of Works and Housing

notification No. K-13011(9)/75-UDIA dated 30th May, 1977 to ‘recreational’ use.”

[No. K. 13011/15/82-DDIA]

K. K. SAXENA, Desk Officer

**धर्म और पुनर्वास मंत्रालय**

(धर्म विभाग)

नई दिल्ली, 10 जनवरी, 1984

आदेश

का० आ० 2000.—केन्द्रीय सरकार की राय है कि इससे उपाय अनुसूची में विनिर्दिष्ट विषय के बारे में मद्रास स्टीवीडोर्स एसोसिएशन के प्रबंधन से संबंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है :

और केन्द्रीय सरकार उक्त विवाद को न्याय-निर्णयन के लिए निर्देशित करना वांछनीय समझती है :

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उप-धारा (1) के खड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री टी० अरुणराज होंगे, जिसका मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त अधिकरण को न्याय-निर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मद्रास स्टीवीडोर्स एसोसिएशन, मद्रास के प्रबंधन की प्राप्ति लिपिकों श्री अंजलाप्पन (आर० सी० संख्या-11), श्री पुष्पराज (आर० सी० सं० 24) और श्री सुन्दरम (आर० सी० सं० 67) को पर्यवेक्षक के पद पर प्रोन्नत न करने की कार्यवाही न्यायोचित है? यदि नहीं, तो गंभीर कर्मकार किस अनुसंधान के हकदार हैं?”

[संख्या एल०-13011/6/83-डी० 4 (ए)]

एस० एस० पराशर, डेस्क अधिकारी

MINISTRY OF LABOUR & REHABILITATION

(Department of Labour)

New Delhi, the 10th January, 1984

**ORDER**

S.O. 2000.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Madras Stevedores Association and their workmen in respect of the matter specified in the schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri T. Arulraj shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

**SCHEDULE**

“Whether the action of the management of Madras Stevedores Association Madras in not promoting Shri Anjalappan (RC No. 11), Shri Pushparaj (RC No. 24) and Shri Sundaram (RC No. 67) from the post of Receipt Clerks to the post of Supervisor, is justified? If not, to what relief are the concerned workmen entitled?”

[No. L-33011/6/83-D.IV(A)]

S. S. PRASHER, Desk Officer

New Delhi, the 5th June, 1984

\* S.O. 2001.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1 Bombay in the industrial dispute between the employers in relation to the management of Bank of America National Trust & Savings Assn., Bombay and their workmen, which was received by the Central Government on the 26th May, 1984.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY**  
Reference No. CGIT-1 of 1978

**PARTIES :**

Employers in relation to the management of Bank of America National Trust & Savings Association, Bombay.

**AND**  
Their Workman

**APPEARANCES :**

For the employer—Mr. V. V. PAI, Advocate.  
For the Bank of America Employees' Union—Mr. B. W. Vaidya, Advocate.

**INDUSTRY :** Banking                      **STATE :** Maharashtra.  
Bombay, the 29th day of February, 1984

**ORAL AWARD**

The following question is referred to this Tribunal by order No. L-12012/119/77-D.I.I.A dated 7th January, 1978 by the Central Government :

**SCHEDULE**

"Whether the action of the management of the Bank of America National Trust & Savings Association, Bombay, in terminating the services of Shri Arun K. Joshi is justified? If not, to what relief Shri Arun K Joshi is entitled?"

2. Following the order of reference notices were issued and statement of claim was filed on behalf of the workman by the Bank of America Employees' Union. That statement contended that the services of Joshi were governed by the Sastry Award and the Desai Award and the bi-partite settlement arrived at between the Bank and the All India Bank Employees' Association in the matter of service conditions. That the services of Joshi were terminated by letter dated 9th August, 1977, from the same day, three months' salary was given in lieu of notice as well as salary from 1st August to 9th August, 1977, which termination according to the Union is illegal and inoperative. The reasons it is contended, that the termination is bad or illegal or inoperative is that the termination amounts to retrenchment and no retrenchment compensation has been paid to the workman which is obligatory. The second contention is that the termination order was punitive in nature of and was made without following the procedure presumably of inquiry and trial. The Union, therefore, claimed that the order dated 9th August, 1977, be struck down and the employee reinstated with full back wages with effect from 9th August, 1977.

3. To this statement of claim a written statement was filed by which it is contended that employee was a Teller by appointment and work and was entrusted with the duty of receiving cash and paying out cash and handling of cheques and such other receipts, duties involving trust. What was expected of such employee was honesty, efficiency and regularity which are essential for a bank's functions. That on account of the events which occurred the bank lost confidence in Joshi and it felt that he could not be trusted with the handling of large sums of money and if continued any longer in service the credit and reputation of the bank will be increasingly in jeopardy".

4. It then narrated by events which led to the losing of the confidence and the fact that he was appointed in 1966 and was confirmed in 1967 and was late in attendance, carelessness in his work, disturbing the other staff and other acts and deeds and details of other lapses. There are some other allegations also regarding the activities of Joshi

but it is not necessary to refer to them in view of the fact that evidence and arguments were confined to the incident of 5th August, 1977 and antecedents thereof.

5. The bank then set out a series of instances in the history of the work of Joshi between 8th July, 1974, to 20th May, 1977, and during which on various occasions shortages of cash were reported as also excess. That the shortages were much large amounting to Rs. 8,544.71 while the excess reported was only Rs. 238.80. That Joshi was warned to be cautious by a letter dated 2nd June, 1977 that the shortages have acquired a chronic tendency by becoming more frequent and on 20th May, 1977, a large sum of Rs. 3,990 was found to be short.

6. It then stated that in accordance with its policy unlike other banks in India no reimbursement is got made from a Cashier and the governing policy of the Bank is that its "Tellers are absolutely trustworthy, honest and of dependable integrity."

7. The practice followed in the bank is then set out with regard to handling of cash and the work of the Tellers. In the system of having an approximate check on the Tellers' balances at the end of the day it is said "each Teller prepares bundles of currency notes of various denominations containing 100 notes in each bundle. Thereafter, each bundle of such 100 notes is securely tied with rubber bands. The Pro-Assistant Cashier-in-charge of the Cash Department may count the number of bundles of currency notes of various denominations and may also count the loose notes as a part of the approximate check," and that he also verifies the cash with the cash-sheet.

8. The bank then referred to the incident of 5th August, 1977. When workman Joshi had completed his day's work and filed his cash-sheet. A usual approximate check was made by Gimi. According to the bank, the workman "deliberately sought to create an impression that his cash was balanced". That later on that day one person came to the bank complaining that he was given short cash. A cheque was encashed for Rs. 1440 but he received only Rs. 1400 in 100 rupee notes while Rs. 40 was not received. That Joshi was called by Gimi and his explanation was asked which explanation was given by him. That Joshi produced the cash-sheets and also "took out Rs. 40 from his pocket saying that he had noticed Rs. 40 on the counter and had mistaken it for his own as according to him he had previously withdrawn a sum of Rs. 50 from another Teller". That Rs. 40 was then handed over to the person who had complained that he was paid Rs. 40 short and the fact of this occurrence was noted in a memorandum submitted to the Operations Officer of the bank by Gimi.

9. That on 6th August, 1977, Joshi reported late and was not allowed to resume. On the 8th August, which was a Monday, 7th being Sunday, Joshi was transferred from the Cash Section to the Accounts Department and his cash was checked by Prakash Shejwadkar of the Audit Department. The detailed check of the cash box disclosed a shortage of Rs. 3660. A short ticket was prepared in which Joshi admitted that there was shortage of Rs. 3660. And the bank thus completely losing confidence in the workman termination his service with effect from 9th August, 1977.

10. The bank proceeded to say and contended that the action of the bank was termination simpliciter and a bona fide act and was not sequel to any disciplinary action or punishment, but claimed that this is so done in accordance with the Sastry Award and the settlement which is applicable to between the parties, but that it was prepared to establish the misconduct before the Tribunal by adducing evidence and sought permission to do so.

11. For the parties evidence was led consisting of a number of documents to which I shall come at a later stage and the oral evidence of Shejwadkar and Gimi on behalf of the Bank. The workman examined himself. The parties were heard then. An attempt to find out if the matter could be settled resulted in failure and, therefore, I now proceed to deliver my Award.

12. Before I proceed to state the facts of the case certain preliminaries may be cleared. The services of the workman in this case were terminated on the 9th August, 1977, with effect from that day. His service was terminated as a sequel to the events which took place on the 5th and 8th August is not disputed. That this was not preceded by an inquiry and the termination was not, therefore, as a result of any punishment at the end of the departmental inquiry is also clear. The bank at one stage sought to support this order on the basis of the Sastry Award, paragraph 222, sub-para 1 which permits the banks to terminate the service of a permanent employee "by three months notice or pay in lieu of notice". However, in the alternative the bank has pleaded that it was prepared to establish the misconduct alleged against the workman by evidence before the Tribunal presumably in view of the legal position now clearly established. Any termination of the service of a workman in terms of Section 2(oo) of the Industrial Disputes Act amounts to a retrenchment that section says.

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action,....."

This position is also now well settled by the decision of the Supreme Court in the case reported in 1976 1 LLJ 478.

13. Once it is held that termination amounts to retrenchment and it has to be held as a retrenchment the provisions of Section 25-F come into operation. It is common ground that there was no compliance with the provisions of Section 25-F and the termination, therefore, of the employee would be bad in law.

14. We then come to Section 11-A of the Industrial Disputes Act which runs as follows :—

"Powers of Labour Courts, Tribunals and National Tribunals to give appropriate relief in case of discharge or dismissal of workman—Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require :

\* Provided that in any proceeding under the section the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter."

In the circumstances of the order of termination amounting to retrenchment not being justified this Tribunal in terms of Section 11-A was invited and entitled also to go into the question whether in terms of the reference the order was justified or not, and if it was justified what relief should be given to the workman, including the question of awarding lesser punishment in lieu of discharge or dismissal. The present reference, therefore, in the circumstances has turned into an inquiry into the question whether the misconduct alleged against the workman is proved and if it is so proved what should be punishment which would be justified in the circumstances of the case.

15. Before proceeding to consider the evidence adduced in this case I may dispose of the two fold argument advanced on behalf of the workman by Mr. Vaidya. Mr. Vaidya firstly contended that on the basis of certain pieces of evidence in this case that there is no misconduct at all and that whatever incident or act was committed by the workman on the 5th August, 1977, was condoned and pardoned by the bank and that it ceased to be a misconduct. The second contention which he urged was on the basis of the provisions of chapter XIX in the bipartite settlement, sub-para 5. That defines gross misconduct and minor misconduct and

also prescribes punishments for gross misconduct as well as minor misconduct. Mr. Vaidya's contention is that assuming the act committed by the workman on the 5th August, 1977, was a misconduct it cannot be described as gross misconduct entitling punishment of dismissal. The workman, therefore, must be treated as if he has committed a minor misconduct. He contended that none of the clauses (a) to (l) of paragraph 19.5 applied to the act committed by the workman and will not attract the description of gross misconduct specified in the bipartite settlement. His contention was, that if at all the act of the workman would be one given in paragraph 19.7 sub-clause (c) viz., "neglect of work, negligence in performing duties."

16. On the other hand, reliance is placed on behalf of the bank on item (j) of paragraph 19.5 amounting to a gross misconduct.

17. We will deal firstly with the contention that there is no misconduct at all and if there was anything committed with regard to the act of the 5th August as discovered on 8th August, 1977, that was condoned. Mr. Vaidya principally based himself upon exhibit E-2 which in the Bank parlance is called a short ticket. It is a printed document with certain blanks filled in. At two places the short ticket shows who has prepared it (prepared by and also approved by). It is common ground that the short ticket was prepared by Joshi himself. The approval accorded to that is that of Kamath, the then Operations Officer. Above these two signatures we find certain writings. That is said to be partly written by Joshi and on the back by Shejwadkar who carried out the check. That writing says that "cash Tellers 4" and below that there is a remark in bracket P.T.O. On the back of the short ticket, exhibit E-2, the following endorsement appears :—

"Teller No. 4 (Mr. Arun Joshi's) cash was counted on August 8, 1977 morning as of close of business August 6, 1977, it was found short by Rs. 3660 (Rupees three Thousand Six Hundred Sixty only)."

18. Mr. Vaidya's contention was that since Operations Officer Kamath has approved the fact of the short ticket and the fact of less cash has been discovered and the further fact established in the evidence that the short cash was entered in the bank's books to the debit of general or operating lones the misconduct or the act of Joshi stood condoned. There was, therefore, no misconduct remaining to be inquired into.

19. I am unable to accept this contention as there is nothing to indicate either in the "standard practices manual" of the bank or the evidence that Kamath had the authority to condone what amounted to or could amount to a misconduct, and that by a mere signature approving the short ticket, the fact that the misconduct was condoned can or is spelt out. It seems to me prima facie Mr. Vaidya was reading more into this printed portion of the short ticket than what on the face of the document it says. It is capable of various meanings. That could mean that the endorsement appearing above the signature and the fact of the short cash of Teller No. 4 was approved by Kamath or accepted and found to be correct by Kamath. The word "approved" does not mean that all possible consequences of an act are approved and condoned. Apart from being far fetched it would be too much to say that what Kamath did by putting his signature above the printed words "approved by" was that he approved all the concomitance of the act, such as possible dishonesty, possible negligence and may be allowed a Teller to report that there was no shortage on that day when he should have reported a large shortage. That if there was shortage and a teller was discovered when his cash was checked he could conveniently file a short ticket and get away with it. In those two words "approved by" Mr. Vaidya wants me to read so many things including pre-judicial all or negligence which I plainly find not easy to accept and not reasonably possible for any prudent person to do so. That disposes of the first part of the contention based upon the facts which were established in this case.

20. I am equally unable to accept the contention that the act of Joshi does not amount to a gross misconduct. On the other hand, I am inclined to think that the gross misconduct alleged and discovered is covered by clause (j) of

para 19.5 of the bipartite settlement. I may mention that to a query whether the conduct could not come under the expression gross negligence or negligence..... "likely to involve the bank in serious loss" from what had happened in this case, there was no easy answer.

21. The act complained of cannot be considered in isolation as of 8th August only. The misconduct alleged and which led to the termination of the employment of Joshi is as a result of the 5th and on the 8th August preceded by previous behaviour. 6th was the day on which Joshi did not work and 7th was a Sunday.

22. Clause (j) is in these terms :—

"doing ..... to the interest of the bank or ..... negligence involving or likely to involve the bank in serious loss."

It was sought to be contended on behalf of the workman, and it was his defence also, that the finding of short cash in his cash box on 8th August, and not as much as was stated by him on the 5th August, 1977, could be and was possibly on account of a genuine mistake. If it was a genuine mistake there could be no question of any dis-honest intention which is a pre-requisite for a fraudulent conduct or dishonest conduct.

23. The expression "act prejudicial to the interest of the bank" is undoubtedly capable of implying a voluntary dishonest or fraudulent act. But it is equally capable of a wider meaning, and need not necessarily be confined to a voluntary dishonest or fraudulent act. It is no doubt true that on behalf of the bank it was submitted that what was done by Joshi on the 5th August was nothing but a fraud. It was contended that Joshi by filing a cash-sheet showing that his cash was balanced and transactions squared with the cash on hand a sum of Rs. 50,327.96 induced the bank and its officers to believe and represented that there was in the cash box a sum of Rs. 50,327.96. That Joshi knew or must have known that it did not contain that much amount of cash. Inducing the person to believe in a state of affairs which to the knowledge of that person does not exist is perpetration of a fraud.

24. To my mind it is difficult not to say, even on the admitted position and stand taken by the workman that his act was not negligent even leaving aside for a moment the question of gross negligence. If it amounted to negligence which involved or was "likely to involve the bank in serious loss" then it is clear that clause (j) comes into operation. It is not possible to think that a Cashier who was handling cash and responsible for paying out cash and receiving cash finds himself with shortage to the tune of Rs. 3660 in his one day's balancing and transactions, he did his duty as a Cashier carefully and not negligently. Negligence is absence of due care and caution. If due care and caution had been exercised the shortage to the extent of Rs. 3660 could not have escaped attention and would have been reported. If there was such a loss leaving aside any other possible reasons for the loss, in any event negligence would be the least reason for such a loss. The amount of Rs. 3660 may not be considerable to a bank having worldwide affairs and a leading bank in the world. It is not, however, the quantum which determines the character of the loss. Besides, the actual loss in a given case may not be serious. But if the possibility of an occurrence of this kind is "likely to involve the bank in serious loss" then it is a matter which would come within the ambit of clause (j) which defines it as a major or gross "misconduct". If a Teller is so negligent in the handling of his affairs of cash on more occasions than one as can be demonstrated in the present case, then his absence of due care in the discharge of his duties may one day cause the bank a real serious loss. The character of negligence, therefore, in such a case is likely to "involve the bank" in serious loss. It is to this aspect of the matter that Mr. Vaidya did not have an easy answer.

25. Looked at therefore, from any point of view it is difficult to see how the action or the conduct, and the occurrence of 5th and 8th August, 1977, can be termed as not prejudicial or not involving "or likely to involve" the bank in any serious loss. It would, therefore, be gross misconduct.

The minor misconduct in para 19.7 (c) upon which reliance was placed speaks merely of neglect of work." The element of loss either "actual" or "likely to be involved" is not there. Besides, it is not negligence of a gross kind. The neglect there is neglect of work, and negligence in performing duties. But in neither of these the element of loss actual or possible or affecting interests of the bank prejudicially is contemplated. If the neglect of work has an actual prejudicial effect on the interests of the bank or has actually involved the bank in serious loss or where it has the potentiality of causing serious loss to the bank then the act would cease to be a minor misconduct and would come within the definition of a gross misconduct. If it is proved, therefore, in the present case that the act of the workman was either prejudicial to the interest of the bank or was so negligent as to be described grossly negligent or was negligent of such a kind that it involved the bank actually in loss or was likely to involve the bank in serious loss than the workman would be guilty of gross misconduct.

26. With this statement of the position we will now proceed to consider the facts in the present case. The bank of America is a reputed worldwide organisation and has a different policy as has been alleged in the written statement of trusting its tellers completely and not resorting to recoveries in case of shortage in cash. The practise in the bank is that tellers handling cash have to balance their transactions of the day with the cash in the cash box and file what is called a cash sheet showing that balancing with the pay in and pay out slips. If the tellers discovers that cash on hand is short he files what is called a short ticket. If it is in excess he also files a similar ticket. The normal practice of the bank is to accept this short ticket and debit the amount to its general account meaning thereby loss caused to the bank in the course of its operations. A similar such treatment is given in respect of overs or excess found as being credited in the bank's general account resulting like any other receipt in the operations of the bank. Unlike the practice and convention followed by any other nationalised banks the bank does not seek to get re-imbursement from the Cashier responsible for shortage nor does it apparently pay to him the amount which is found which he terms as excess. There is no evidence adduced in this case as to what on an average or in any particular year the total excess or shortage found by the bank's Tellers either in India or in respect of its Bombay branch. But that is not a matter which is relevant and what is relevant is only the policy and the practice followed and whether this has any consequence or the facts of the present case. The other practice and procedure prevalent with regard custody and security of cash and cash boxes followed in the Bank of America must also at this stage be noted and set out. Each Teller/Cashier is given what is known as a cash box or cash can. The cash box can be operated by a key. It is exclusively in the possession of the Cashier. The cash box cannot be opened by the Cashier alone and it has to be opened first by applying another key after the application of which only the Cashier can open the cash box. That other key is with another officer. In other words, the cash box can be opened by the application of two keys only; primarily by the person who is cash in-charge and secondly and only thereafter by the Cashier alone. It has come in evidence, however, that a master key is also in the possession of the bank and that with such a master key the cash box of a Cashier can be opened. This master key is used for the purposes of opening the cash box when occasions like a surprise check or on occasions when an audit is carried out. But even with the master key the cash box cannot be opened and would also require two persons and the applications of two keys to open the cash box. It may be stated that in the present case though the possibility that the master key can be used has been brought on record, there is no evidence to suggest any occasion of the application of the master key or opening of the cash box of employee Joshi in his absence on any of the days between 5th and 8th August arose or was attempted. There was no audit either surprise or otherwise between the closing of the business on 5th August and re-opening of the business on the 8th August. I may have occasion to refer to this matter a little later.

27. The fact that on the 5th August at the close of the business for the day, Teller Joshi turned in a cash-sheet, exhibit E-3 showing that the cash was balanced and that he

had in the cash box a sum of Rs. 50,327.96 made up of currency notes of various denominations numbers of which were stated in the cash-sheet along with the pay in and pay out tickets is not disputed. It is also not disputed that on the 8th August when the cash was checked in his presence by Shejwadkar shortage to the tune of Rs. 3660 was discovered, made up by a lesser number of notes of the denomination of rupees 100, 50 and 10 then stated in the cash sheet. The Teller's cash-sheet of 8th August, exhibit E-1, was admittedly prepared by Joshi in his hand and bears the endorsement of Shejwadkar who carried out the check. This is clearly brought out that instead of 246 notes of rupees 100 as was shown in exhibit E-3 cash-sheet of the 5th August there were 240 notes, instead of 326 notes of rupees 100, there were 291 notes i.e. 55 less, and instead of 94 notes of rupees 50 there were 90 notes of rupees 50 i.e. less by Rs. 100. Even otherwise as has now gone on record and exhibit E-3 also goes to show, there is an error of calculation in the amount so far as 50 rupees notes in total balance is concerned. These facts are not disputed.

28. Preceding the events of the 5th and 8th August we have a letter or memo issued to Joshi dated 2-6-1977, exhibit E-6. It sets down the instances of shortages reported by him between 7th August 1974 and 20th May 1977 and also 'overs' between that period. It will be seen that the shortage reported by him is Rs. 8,544, the excess cash shown is Rs. 238.89. The memorandum goes to say that these have been a "recurring feature in your case". He was, therefore, cautioned "to exercise maximum care" in his work. The story, however, is not complete. By a reference to this memorandum it is necessary to refer particularly to certain dates on which the shortages were of a sizeable amount. There was shortage of Rs. 1,000 on 9th July, 1974, on 30th November, 1976 a sum of Rs. 940, on 18th January 1977 Rs. 300 and a much larger figure of Rs. 3990 on the 20th May, 1977. The last three occurrences have been within a period of six months aggregating to a loss of nearly Rs. 5,400. These are supported by the cash-sheets of those dates and they are not disputed.

28. As I have already stated earlier the statement of claim on behalf of the Union does not seek to explain or suggest any reason for the fact of shortage of the 5th August discovered on 8th August. After the written statement was filed and even before the grounds for terminating the service of Joshi were already disclosed. As stated, the fact that the shortage was discovered on the 8th August 1977 has also not been disputed. It was only at the larger stage during the course of the evidence that it was suggested to the witnesses on behalf of the bank that the shortage in question could have been caused as a result of a genuine bona fide mistake or on account of tempering with the cash. As to which of these exactly was the defence and contention of the workman was not clarified when he went into the witness box himself. A question was put to him as to whether even at the end of his examination on the 2nd of February, 84, he was in a position to say whether the "incident of the 8th August was either a frame up or a genuine mistake". To that question the answer was that he was "not in a position to say whether it was one or the other". It is significant that he did not suggest a possibility of tempering on 8th itself and assert that the cash was correct when he closed the can.

30. I have already expressed earlier that in the circumstances of the evidence in the present case, there is absolutely no evidence to suggest or even remotely at hint at the possibility that there was tempering with the cash can in the case of Joshi between the closing of the 5th August and the re-opening of the 8th August. The bottom of the contention that it could be a frame up as a possible explanation is knocked out when it is found or held that there was no tempering with the cash can. Obviously to frame a person some act had to be committed in regard to the cash box. If the cash can which Joshi left on the 5th August was in tact, untampered and in the same condition in which it was when he left it and was re-opened only for the first time on the 8th August in his presence, then it has to be held that there is neither any possibility nor any occasion for a false charge being brought up against the workman by abstracting cash from the cash can. The shortage of cash, therefore, must have existed and did exist on the 5th itself. The possibility false implication of the workman Joshi must,

therefore, be brushed aside and we must consider the only other alternative suggested by him of a genuine mistake to find out if there is any truth in that contention also.

31. I have been unable to realise and exactly know what the contention of the workman is when he says that the making up of the cash-sheet on the 5th August could be a case of genuine mistake. If thereby he means that he counted the cash incorrectly and showed the number of hundred rupees notes as 326 when they were not actually 326, and also in regard to the currency notes of rupees 50 and currency notes of rupees 10, then his cash-sheet for that day would never tally. Assuming there was a mistake such a mistake could not be a mistake of the 5th August alone but would be required to be traced backwards until such day as it can be found out. The tickets of that day's transaction which are annexed to exhibit E-3 show that payment made by him was Rs. 36,508.60 and total cash received by him was to the tune of Rs. 35,340.34 showing a difference of Rs. 1,000 and odd. In other words, therefore, the cash which he carried on the previous day was practically intact with him at the closing time of 5th August. Further if he apprehended any mischief or that there was a possibility of genuine mistake when the shortage of cash was discovered on 8th August, one would have expected him to make an attempt to check the previous day's cash-sheets and more backwards to find out as to how he came to mention 326 notes of rupees 100 instead of 291 which were actually found. It is not his case that he asked his Pro-Assistant Cashier to make an approximate check or assessment of what is the cash box, nor is it his case that he noted the denominations approximately in the cash-sheet. He also does not say in his evidence that he did not count the cash actually on the 5th August before making entries in exhibit E-3, the cash-sheet.

32. It must, therefore, be taken that on the 5th August, 1977, Teller Joshi must have counted his cash. That if he did count his cash and counted it correctly then the shortage would have been disclosed and occurred to him on that very day itself. He did not report any such shortage. Even after a complaint came to be made by one of the customers having received Rs. 40 less, he does not seem to have thought that his cash box requires a re-check. He does not suggest that himself to the Pro-Assistant Cashier, Gimi. It is unfortunate that though Gimi made a report and says in his memorandum that the incident was quite embarrassing he did not feel like making a physical check himself. In his evidence in that behalf he stated that though after this complaint he could have checked the cash box he did not do so as he "trusted Mr. Joshi completely." There was a little shifting in his evidence with regard to whether the incident took place before he had made a check or after. At one stage he stated that this was before the check made by him and at another stage that "the approximate check which I had mentioned earlier had been made by me." The manner of making an approximate check was also deposed to by him and he says that he means by it "comparing the cash-sheets with the number of the notes in the cash box of the Teller." This is nothing but a visual check and not a physical check. Apparently, Gimi got himself satisfied by looking into the cash-sheet where the number of notes is mentioned with the approximate thickness of the bundles of the notes in the cash box. In the standard manual which the bank has produced in this case the practice which is required to be followed indicates that every hundred pieces of each denomination currency notes have to be separately tipped up. In the circumstances, on the 5th August there should have been in the cash box of Joshi 3 bundles of rupees 100 notes each of hundred and 26 loose notes. The evidence, however, in this respect either on the part of the bank or on the part of the employee is silent. Since there is no dispute that in the cash box there were only 291 notes of rupees 100 and not 396 this apparent difficulty for want of evidence does not affect the consideration or the merits of the matter.

33. The result, therefore, is that this is not a case where the workman has been falsely implicated by producing a shortage in the cash can after it was closed by him on the 5th August so as to victimise him, to punish him for something not done by him. It is not established that this was a case of genuine mistake. The evidence goes to show that



on the 8th August when shortage was discovered there was nothing further demanded. No further inquiry or investigation was made or required to be made by the workman in the cash-sheets prior to 5th August, as I have indicated earlier—Nor is anything alleged or shown about the cash transactions which would have led to the occurrence of this mistake. The only other circumstance or possibility of a bona fide mistake could be, if at all, though it is not suggested, is of over payment occurring during the course of the transactions on that day. This must of necessity assume however, that the workman did not check the cash before making the statement that the cash was balance. The statement that the cash was balanced did not reflect a true state of affairs. It does not say that the cash was approximately balanced and that it was not actually accounted and verified, nor does it say that there is in fact a shortage of Rs. 3660.

34. Either of these things it was pointed out was obligatory for the workman and not merely permissible. He ought to have and must have checked the cash and if he had checked the cash the shortage would have been discovered which alone would have balanced his cash sheet. Like any other earlier occasions of shortages this could have also been ticked and reported. As to what course the bank would have taken in the background of the letter dated 2nd June 1977, would be an entirely different question. If the shortage was in fact there and I am constrained to hold that it is clearly established that there was a shortage, then it must be held further that the shortage was, or at least must have been, to the knowledge of the workman and that he did not also disclose that there was in fact a shortage and created on the other hand an impression that there was no shortage in the cash box so that he may not be discovered. He hoped possibly that as usual there would be no physical check.

35. On behalf of the bank it was submitted that to a case of this kind the manual of standard practices and standards would not apply. The manual procedure is meant to apply to ordinary cases where no negligence or deceit is involved. This was a case of fraudulent transaction and that the fact of the transaction would have to be reported. The report of the fraud and action there upon was bound to take some time and in this case it took about 24 hours to do so. If the bank files of the opinion that this was a fraudulent transaction and it had every justification and reason to come to that conclusion it could have either filed a criminal complaint against the workman and entrust the matter of investigation to the police or have recourse to other actions such as demanding reimbursement or filing a claim against the employee or could also terminate the workman's services by reasons of its loss of confidence in him in allowing him in future to handle cash or work in the bank in any capacity involving any trust or confidence. The bank chose to follow this last procedure and for good measure sought to justify it before the Tribunal when the reference came to be made questioning the action of termination. An activity of this kind it was submitted would be highly prejudicial to the interests of the bank. Apart from negligence as distinguished from fraudulent conduct it would be gross misconduct in terms of paragraph 19.5. It was urged the conduct of the workman was not negligent but that it was deliberate, intentional and fraudulent. It was contended that the workman knew and must have been knowing that there was a shortage. The shortage may have been there even before and may not have necessarily occurred on the 5th August so as to be the case of a genuine mistake. No reasonable possibility of a mistake has even been indicated or suggested. It was therefore, contended that the only other surviving explanation and possibility would be that the workman helped himself with the cash of the bank an act of criminal misappropriation. This it was urged was a serious and gross misconduct for which the only appropriate punishment would be removal.

36. I have already discussed the evidence in this case and the various explanations suggested and which were possible. It seems to me that it is inescapable to conclude that there was a shortage on the 5th August, 1977, in the cash box of Joshi to the extent of Rs. 3660 and that it was to his knowledge. That in spite of this he wanted to induce the bank and his immediate superior officers to believe that his cash was balance and there was no shortage. In the peculiar practices and policies of this bank which are earlier set out even loss of this amount of Rs. 2990 would have been written

down as operating loss. A feeling and impression may have arisen that it may be possible also to get away with another such large sum may be after some distance of time from the last one. It is not possible to explain the conduct of the workman on any bona fide reasonable hypothesis. It must, therefore, be held that he was guilty of gross misconduct in terms of paragraph 19.5 of the bipartite settlement.

37. The only other question which remains for consideration is whether in the circumstances punishment meted to the workman viz., removal is justified. I invited arguments of counsel on both sides to address me on this question. On behalf of the workman I am sorry to say nothing further was stated in regard to the quantum of punishment and its relation to misconduct proved. This particularly assumes importance in view of the peculiar practice of this bank earlier referred. It would have been possible to look at this misconduct with less severity had it been the practice of the bank to recover such loss from its workmen. It is possible that if such loss of cash were to be recoverable employees will be not sufficiently careful only at this cost. There is no doubt that the practise prevailing may not induce compulsive care and attention and may also leave room for temptation. The misconduct becomes aggravated on account of the particular background of the policy and practice of this bank and against the history of shortages by the workman. Under the circumstances, I am not inclined to interfere with the order of removal made by the bank. The result, therefore, is that the reference must be answered in the affirmative and it must be held that the action of the bank in removing the workman Joshi was justified.

\* 38. Award accordingly.

R. D. TULPUL, Presiding Officer  
[No. L-12012/119/77-D.II (A)/D.IV (A)]

S.O. 2002.—In pursuance of section 17 of the Industrial Disputes Act 1947, (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay in the industrial dispute between the employers in relation to Oriental Fire and General Insurance Company, Ltd., and their workmen, which was received by the Central Government on the 29th May, 1984.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1

Reference No. CGIT-7 of 1980

## PARTIES :

Employers in relation to Oriental Fire and General Insurance Company Ltd. (erstwhile Unit—Yorkshire Insurance Co. Ltd.)

AND

Their Workman.

## APPEARANCES :

For the employer—Mr. G. M. Kothari, Advocate.

For the workman—Mr. A. M. Desai, Advocate.

INDUSTRY : Insurance STATE : Maharashtra  
Bombay, the 29th day of February, 1984

## ORAL AWARD

This reference under Section 10(1)(d) of the Industrial Disputes Act, 1947, in the following words has been made to this Tribunal :—

## SCHEDULE

"Whether the action of the management of Yorkshire Insurance Company, Limited, Bombay, subsequently taken over by the Oriental Fire and General Insurance Company Limited, Bombay, a subsidiary or General Insurance Corporation, under the General Insurance Business (Nationalisation) Act, 1972 in terminating the services of Mrs. J. J. Kapadia, Inspector, with effect from the 3rd February, 1972 is justified? If not, to what relief is the concerned workman entitled?"

2. Upon notices being issued the workman, Mrs. J. J. Kapadia, filed her statement saying that she was employed in the former Insurance Company with effect from 1-2-1970 on a salary of Rs. 100 per month and that the payment was at first on probation and her salary was liable to be increased time to time depending upon her work. That she accordingly satisfactorily discharged her duties and was confirmed with effect from 1-1-1971 on a basic salary of Rs. 75 per month plus dearness allowance aggregating to Rs. 202.50. She then says that she was appointed as an Inspector and as understood in the insurance parlance and code of conduct for insurance for filed workers her duties consisted of "recruiting, training, directing and or controlling the agency and/or field organisation, to introduce, develop and/or service general insurance business and to prefer such outdoor duties as may be allotted." Accordingly, it is her case that she "worked and supervised over the work of the various agents and trained them in getting business for the company" and was also "required to appoint agents and to train them in the specialised lines of the respondent company". She further says that "the work of appointing and training of agents was occasional and routine, normal and substantial work of the applicant was supervision over them." However, in the same statement of claim she further says in para 8 that she "was entrusted with the work of supervision over and training of the agents", but she was not assigned "the work of recruitment of agents". In the mean time, the management of the insurance business was taken over by the Central Government by an ordinance dated 13th May, 1971. Later this ordinance was replaced by the General Insurance Provisions Act of 1971.

3. Her further case is that she continued to work in this fashion until she received a letter on 9th September, 1971, from the Custodian who had in accordance with the ordinance taken over the management of the former Yorkshire Insurance Company. Thereby she was required to attend between 9.40 A.M. to 5.15 P.M. the office of the Insurance Company. She then refers to the correspondence and discussion which took place between her and the custodian and then refers to the letter dated 3-2-1972 by which her appointment was terminated. She then refers to another letter dated 4-2-1972 and then the correspondence which took place between the applicant and the All India General Insurance Field Officers' Association and the Regional Labour Commissioner (C). A reference is then made to the Writ Petition which was filed by her in the High Court being Writ Petition No. 12 of 1973 and the directions given therein. It may, however, be stated that the correctness of the directions which were given as stated by the applicant is disputed.

4. The workman says that the termination of her services on 3-2-1972 was against the provisions of the industrial law and was illegal and null and void and was, therefore, prayed that the employer may be directed to reinstate her with full back wages from 3-2-1972. In substance, therefore, the demand is that the termination of her services on 3-2-1972 was illegal and null and void and she is entitled to be reinstated in service of the former Yorkshire Insurance Company now taken over by the Oriental Fire and General Insurance Company Ltd., with full back wages. It may be mentioned that the general insurance business was taken over by the Government of India by an Act called the General Insurance Business (Nationalisation) Act, 1972 (57 of 1972) with effect from 1-1-1973. A reference to the Act and some provisions thereof will become necessary at a later stage.

5. The employer, Oriental Fire and General Insurance Co. Ltd., raised a large number of contentions. It firstly objected to the maintainability as well as the jurisdiction and the correctness and the legality of the reference raising a number of preliminary objections on a number of technical as well as other grounds. Besides, it was also contended that the reference was not competent on the ground that there was no demand made nor any industrial dispute existing or requiring any reference and Mrs. Kapadia was not a workman as defined under the Industrial Disputes Act. That her dispute was not espoused by the Union. There was no dispute and no demand and what is more important is that there was no relationship of employer and employee between Mrs. Kapadia and the present employer. In para 4 it was stated that the reference was not maintainable on the ground "there had never come into existing any employment relationship between the alleged workman in this case and the

present employer." Hence also the liability was denied and further that Mrs. Kapadia's employment on her own saying came to an end on the 3-2-1972 with the Yorkshire Insurance Company and, therefore, she was not an employee as contemplated by the Nationalisation Act which came into force on 1-1-1973. No remedy is, therefore, available to the workman against the present employer, Oriental Fire and General Insurance Company Ltd.

6. On merits it was contended that Mrs. Kapadia was not really an employee of the Yorkshire Insurance Company and was not an Inspector. She was a mere dummy Inspector. The alleged employer employee relationship was a mere facade "whereby the applicant used to give insurance business to the company and she used to be remunerated for it." As such an arrangement in law could not be permitted and it was sought to be camouflaged by an apparent relationship of employer and employee.

7. It was then contended that the workman was not doing any work "of supervision over and of training the agents". She was not doing either manual, skilled, semi-skilled, unskilled, or technical or supervisory duties or functions within the meaning of the word "workman" under the Industrial Disputes Act. The arrangement which existed between the workman and the Yorkshire Insurance Company was at best an arrangement for procuring insurance business and insurance premium to be compensated by payment of money not in the form of commission but in the form of salary. The employer also refers to a certain circumstance that the former Manager for India of the Yorkshire Insurance Company declined to certify that the workman was not a dummy or a benami employee or that the workman was a genuine and full time employee of the company or that the workman serviced any clients or agents. It also disputed the correctness of the statement in regard to what was directed in the Writ Petition. In substance and in summary the Oriental Fire and General Insurance Company resisted the reference on the ground that the workman was not an employee of the Yorkshire Insurance Company, but was an independent contractor, the arrangement between her and the company was of procuring insurance business and remunerated in the form of salary thereof. She did not do any work as a workman as contemplated within the definition of the word "workman" under the Industrial Disputes Act and the reference was not competent and was not legal and it would be rejected and answered accordingly.

8. On 29th October, 1982, preliminary issues were framed by learned predecessor. Thereafter, when the matter came up before me the parties agreed that the matter be heard on preliminary issue as well as on merits and finally disposed of. Accordingly, evidence was completed on the 10th January, 1984, and thereafter the matter was heard on several occasions and I now proceed to give my award.

9. The preliminary issues which were framed were six in number. The entire case, however, turns upon the question as to the character of relationship of Mrs. Kapadia and the Yorkshire Insurance Company and the consequence of the action taken on 3-2-1972 by the custodian and the extent to which it affects the Oriental Fire and Insurance Company, which is the successor of the Yorkshire Insurance Company, the present party to the reference. Out of the preliminary issues framed issue No. 2 deals with this question. I, therefore, instead of proceeding to deal with the specific issues framed as preliminary issues deal with the entire question and questions arising in this reference and not attempted to answer the preliminary issues separately one by one and they will be answered in the discussion which follows. Four principal questions of dispute between the parties arose and I mention them for the purposes of facilitating the discussion which follows. The first question which arises is what was the nature of relationship whether of an employer employee between the workman and the Yorkshire Insurance Company. The second question is whether the work which the workman was performing falls within the definition of the word "workman" as defined in the Industrial Disputes Act. Thirdly, what is the consequence of the termination of the workman apparently on the 3-2-1972 and whether it has any consequence or effect upon the Oriental Fire and Insurance Company. Fourthly, whether the present reference in its present form is maintainable.



10. As may be seen from the aforesaid points of controversy between the parties that the central question or issue revolves around the question of relationship between the workman and the Yorkshire Insurance Company and whether that relationship can be put forward as a claim against the Oriental Fire and Insurance Company and whether upon a true interpretation of the facts and work which the workman was doing for the Yorkshire Insurance Company whether she can be described as a workman within the meaning of Section 2(s) of the Industrial Disputes Act. In respect of this principal contention and question the parties led oral evidence as well as relied upon certain documents produced.

11. As is to be expected the workman heavily relied upon her appointment letter dated 2-2-1970, exhibit-2 and a subsequent letter confirming her appointment exhibit-3 dated 19-1-1971 and also further relied upon the letter dated 3-2-1972 and 4-2-1972 and the correspondence entered into between these two dates between the custodian as well as the Manager and the workman. Reliance was also placed upon certain averments which figured in the exchange of notices and replies between the parties and what was also written by the workman in her letters to the custodian. She has also produced her application dated 25-1-1970 pursuant to which she came to be appointed on 1st February, 1970 in the former Yorkshire Insurance Company. I shall presently refer to the oral evidence. On behalf of the employer no documentary evidence was produced relating to the payment to the workman excepting the letter or certificate dated 20th September, 1971, and the circumstances in which it was filled in by the workman which was not signed by the Branch Manager. I will have occasion to refer to this document as well as certain averments in the notices and the replies and the evidence of R. P. Kallianour given on behalf of the Oriental Fire and Insurance Company.

12. The first thing which strikes one considering the documentary evidence is that none of these letters dated 2-2-1970, 10-7-1970 or 19-7-1971 spells out any duties required to be performed by the workman. The 2nd February letter says that "detailed instructions will be given to you from time to time as to how you should attend to your work". She has been appointed no doubt as an Inspector but the character and nature of her work as Inspector she was supposed to do and what were to be her duties have nowhere been spelt out.

13. The 10th July, 1970, letter goes a little further and says that she has "introduced through your agents a total premium of Rs. 45,529". This again refers to her confirmation which was to come later but sufficiently indicates that what she was doing was to "introduce premium" through her agents of insurance business for the company. The 19th January, 1971, letter is both a complaining letter as well as a confirmation letter. It points out that her performance has been "slightly disappointing" and again refers to "premium introduced through agents." Paragraph 2 of this letter is of some importance. It says :—

"With appointment such as yours, it is our intention to pitch the salary so that it approximates for 5% of the premium introduced. In your case your current remuneration is approximately 7-1/2% of the premium introduced during 1970."

14. The next document to which a reference may be made is the letter written by the workman to Yorkshire Insurance Company Manager on 15th September, 1971. This letter was heavily relied upon on behalf of the workman, but there also the letter does not say that exactly she did, and what was the nature of her duties. She says that she was appointed as a "development Inspector". But, I am unable to find and none have been pointed to me in any of the correspondence that she was ever appointed as a development Inspector at any stage. She describes however, her duties as a development Inspector to be "procurement of agents and developing the business". I may also refer in this connection to the letter dated 4th March, 1972, written on behalf of the Yorkshire Insurance Company by its Solicitors, A. R. Brocha and Company. It refers to her appointment as an Inspector and says that no increments were granted to her nor has she performed satisfactorily and that her (remuneration by way of salary was fixed at Rs. 75 per month together with dearness allowance....." It will, therefore, be seen that there is little documentary material in the form of a duty list or work done as an Inspector or expected and

required to be done by the workman and as to what she actually did. The only fact which can be said to be established from these documents is that the workman introduced insurance business and premium to the extent of Rs. 50,000 and odd through her agents for the Yorkshire Insurance Company between the year 1970-71.

15. I have already referred to the averments in the application as well as in the statement of claim of the workman which also does not specify as to what she was actually doing and she actually did. On the other hand, the submissions therein are to some extent conflicting. For instance in para 3 it is stated that she supervised over the work of various agents and trained them in betting business for the company. In para 5 she stated that she was required to appoint agents and train them as distinct from mere supervision and training them, to which I will come. As I shall presently point out in the very same breath she states that she did not appoint the Agents. In para 8 again according to her as an Inspector "she was entrusted with the work of supervision over and training of the agents" and makes no mention of appointment of agents and if there was any doubt makes it absolutely clear by saying "she was not assigned the work of recruitment of agents".

16. Coming now to the evidence which she gave which consisted of an affidavit and her cross-examination she made in her affidavit, conflicting statements, conflicting inter se as well as with the statement of claim. In para 6 she stated that she was required to appoint agents, to train them in the specialised lines of the respondent company and its business practice and procedures and to supervise their work". In the same breath she says that such recruitment of agents was not going on all the time and hence the work of "appointment and training of agents was occasional".

17. Contrary to the allegation in the statement of claim in para 8 to which I have already earlier adverted she says in para 9 that "I was also assigned the work of recruitment of agents" and also says that she was entrusted with the work of supervision over and training of the agents". In her evidence particularly in the cross-examination she has given a complete go by to these averments in the statement of claim as well as in the affidavit. She says that "my main work was to procure insurance business for the company. My remuneration changed according to the business supplied by me to the company." She further says contrary to what she has earlier stated and adverted to by me that "for the purpose of giving business to the company I used to appoint the agents.

18. She has also made some interesting statements in regard to the nature of her work. She says that "my method of canvassing insurance business was to get more and more agents." To a specific question she replied "the agents used to bring business to me and I used to bring business to the company". She made further more categorical and clearer statement in her further cross-examination. She says that agents are not the employees of the company but they bring the business to the company. She further says "according to my relationship with the company (Yorkshire Insurance Company) consisted of my giving premium to the company and the company giving to me commission by remuneration as agreed there. There is no other obligation on my part." There is no statement either in her evidence, affidavit or statement of claim that she appointed any agents and trained them the name or names of such agents if any, how she was qualified to train them what instructions she had received from any officer of the company if any and who was that officer who gave her necessary instructions. The cross-examination also reveals, and it was strongly submitted, that she had no experience whatsoever in the general insurance business at all. The only asset which she had perhaps was having a husband who was doing business in the Life Insurance Corporation. Indeed it was strongly contended that the workman was a mere nominee of her husband and a benami for commission earned on payment of premium which could not be given at the rate permissible under the insurance law. Excepting the evidence indicating that the premium amount of Rs. 50,000 and the

workman's statement that the only insurance business introduced for the company was of insurance of race horses we have really no evidence and material to show how and what the workman was actually doing. We have merely a letter of appointment and the fact of her work viz., introduction of premium in the Yorkshire Insurance Company. The link and material which would characterise and indicate the type of work which she was doing whether it fell within the definition of the "workman" or otherwise is clearly missing.

19. It may be stated at this stage and incidentally that the witness examined on behalf of the Oriental Fire and Insurance Company, Kallianpur, was also in the employment of the company since a long period and in any event during the time Mrs. Kapadia claims that she was also an employee. He has specifically stated in his affidavit of the 10-1-1984 that Mrs. Kapadia was a dummy employee and in his affidavit of the 6-1-1984 apart from affirming that she used to "work or supervise or over see the work of agents or used to appoint them". He also denied that she was entrusted with the supervision over and assignment of recruitment of agents and specifically averred that the arrangement between her and the Yorkshire Insurance Company was one "of procurement, canvassing and bringing of general insurance premium". Kallianpur would have been a fit person from whom, if so desired, material indicating the type and amount of work Mrs. Kapadia was doing could have been extracted. In the face of these statements in the affidavit to the contrary his cross-examination in that behalf ought to have revealed the fact that it was not so. That Mrs. Kapadia had actually appointed, trained, recruited agents and supervised their work. As I have pointed out Mrs. Kapadia was totally silent on this part of the alleged work. Kallianpur's cross-examination was extremely limited. Nothing was brought out to destroy the statements made by him on oath in his affidavit of what was Mrs. Kapadia's relationship with the company or what she actually did (see para 4 and 8 of affidavit).

20. On behalf of the workman a strong plea was made that the burden of proving that Mrs. Kapadia was not a workman was upon the Oriental Fire and Insurance Company and it was not for the workman to prove so, particularly in view of the letter appointing her as an employee which she says makes her a workman within the meaning of the Industrial Disputes Act. This contention was partly based upon a decision of the Bombay High Court in Special Civil Application No. 3410 of 1976 decided on the 13th March, 1980. The contention that Mrs. Kapadia held a letter of appointment and, therefore, she must be held to be a workman within the definition of the word "workman" in the Industrial Disputes Act was not seriously pressed. The contention, however, based on Special Civil Application is also not borne out by the observations in that case to which I shall come immediately. An argument was advanced in that case to on behalf of the company that where a workman asserts that he was a workman it is for him to show and prove that fact and not for the company to prove that he is not a workman. That would require the company to prove a negative.

21. The facts in that case were that the workman who was admittedly an employee of the company was removed from service and claimed reinstatement. At the time he was removed he was a Foreman and was drawing a salary of Rs. 800 per month. His duties were in the nature of the duties of a supervisor and, therefore, it was claimed that though the relationship of employer and employee was not disputed, the concerned person was out of the definition of the word "workman" in the Industrial Disputes Act. This contention was based on a decision of the Calcutta High Court in the case of Swapan v. the First Labour Court of West Bengal (1976 L.I.C. 202). The High Court pointed out that in the Calcutta case the very question whether the claimant was an employee of the company was in issue and it was for that person to prove that he was an employee of the company. In the facts in that particular case and considering the circumstance that the company in its written statement claimed that the nature of duties which he was performing were of a supervisory nature it was held it was "for the company to so establish by leading evidence, oral and documentary in the first instance". In other words, the employer and employee relationship having been admitted if the

nature of the duties performed by the workman took him out of the definition of the word "workman" as aforesaid by the company, then it was for the company to prove what were those duties which he was performing which took him out of the definition. Here the very fact of employer and employee relationship is in dispute. It is also in dispute as to what Mrs. Kapadia was actually doing and what were her duties. As I have pointed out there is no documentary evidence to show what were the nature of her duties. Her averments in his behalf are conflicting and her evidence is entirely deficient.

22. To sum up, therefore, on the basis of the evidence and allegations what is established is that the workman introduced premium and insurance business for the Yorkshire Insurance Company to the tune of Rs. 50,000. But there is nothing to show either that she was authorised to appoint agents, to recruit agents, to train them or to supervise the work of any such agents. There is no evidence to show either she appointed any agents which she herself says was "occasional" and that she did not appoint any agents and, therefore, no question of training them or supervising their work will arise. There is substance, therefore, in the contention and I am inclined to think that the probabilities of this case clearly go to show that what the workman was doing was soliciting insurance business and bring that business to the Yorkshire Insurance Company. That was, therefore, no better than a person selling insurance policies to prospective insurers on behalf of the Yorkshire Insurance Company.

23. The next question, therefore, then is whether such kind of work will attract the definition of the word "workman" under the Industrial Disputes Act. The definition of the word "workman" as it occurs in Section 2(s) defines a person employed in any industry doing any of the four kinds of work viz., skilled or unskilled manual, supervisory, technical and clerical work. The employee, therefore, employed in any industry must be a person doing either of these four kinds of work. If he does any of these four kinds of work or does partly this and partly that then unless his case comes within the exception he is entitled to be classified as a workman.

24. A reference was made to the decision of the Supreme Court in the case of S. K. Verma v. Mahesh Chandra (1983 L. I. C. 1483), a Development Officer in Life Insurance Corporation of India and an analogy was sought to be drawn that Mrs. Kapadia who was also an Inspector (word Development added by her) fell within the ratio of that decision. The duties of the Development Officers in the L.I. C. case are set out in para 8 of the judgement. A mere reading of these duties will go to show how materially different they are from the work said to be done by Mrs. Kapadia. As I have pointed out there is no evidence to show what were her prescribed duties. None was brought out or attempted to be brought out in the case of Development Inspector from the evidence of Kallianpur.

25. Mr. Kothari for the employer relied upon two other decisions reported in 1962 I.L.L.J. p. 119 and 1964 II L.L.J. 633 both relating to bidi workers in the bidi industry. His contention was that Mrs. Kapadia was an independent contractor and the only contract between her and the Yorkshire Insurance Company though couched in the nature of an employment and salary, was to bring in insurance business and was to remunerated by way of commission expressed in terms of salary. The essential difference between an independent contractor and an employee is in the nature of the control or the manner of the work done and kind of authority. Over the work required to be done. There must exist a right in the employer not merely to direct what work is to be done but also control the manner in which that work is to be done. It is the nature and the extent of such control which are hallmark of the employer and employee relationship. In the face of the evidence he submitted rightly that there is nothing to show that any such control was exercised by the employer Yorkshire Insurance Company over Mrs. Kapadia what business she should obtain or how she should do so. There was, therefore, according to him no relationship between the employer and the employee at all, between the Yorkshire Insurance Company and Mrs. Kapadia. What was done was merely to circumvent the provisions of the insurance law

and the commission expressed in terms of remuneration. In this context he particularly drew my attention to para 2 of the letter dated 19-1-1971 wherein the percentage relationship of premium to salary is clearly spelt out. Under the circumstances it must be held both that Mrs. Kapadia has failed to prove that she is a workman within the definition of the word "workman" under the Industrial Disputes Act, and also that there existed an employer and employee relationship between her and the Yorkshire Insurance Company in reality.

26. What remains then to decide can be disposed of briefly. If Mrs. Kapadia had succeeded in establishing that she was a workman of the Yorkshire Insurance Company and was a workman within the meaning of the word "workman" under the Industrial Disputes Act, then it is clear that her termination of services on the 3rd February, 1972, amounted to retrenchment since no retrenchment compensation accompanied her removal on the 3rd February, 1972. The termination was clearly illegal and bad in law. No attempt was made on the part of employer and on its behalf by its counsel Mr. Kothari to persuade me to come to any other conclusion. There is no substance in the contention that this contention was not specifically raised or that the company was not aware thereof. It is clear that it is unnecessary to be raised in so many words. Assuming it was so necessary it is also raised by way of a letter to the Regional Labour Commissioner. There is also no substance in the contention that the letter dated 3rd and 4th February, 1972, should be read as a whole and the transaction treated simultaneous. The letter dated 4-2-1972 says that retrenchment compensation and salary for further three days was enclosed. I do not think it is possible to come any other conclusion on a bare reading of those letters that the termination of the workman took place on the 3rd and the retrenchment compensation was attempted to be given on the 4th bringing her case clearly within the folds of Section 25-F of the Industrial Disputes Act and the decision in *Bombay Union of Journalists v. State of Bombay* (1964 1 L.L.J. 351).

27. There is also no substance in the contention that the reference is invalid because it is signed by the Desk Officer or that there was no demand or that the dispute was not espoused by the Union and such similar technical defences. The reference is not made by the Desk Officer, but it is made by the Central Government which has for need the opinion that the dispute existed between the employee and the management of the Oriental Fire & Insurance Company and hence it made the reference. The Desk Officer merely communicates the decision and signs the terms of the reference and the order.

28. During the course of arguments, however, a more fundamental and different question arose. The terms of the reference have been reproduced. They do not make the Yorkshire Insurance Company a party to the reference. I am informed that the Yorkshire Insurance Company which was a U. K. based company has wound up its affairs in India and is no more a company in India. No notice of this reference was also given to the Yorkshire Insurance Company nor any attempt was made by any of the parties to seek the addition of the Yorkshire Insurance Company as a party to this reference.

29. At one stage there was a question as to whether the transaction of termination of relationship between Mrs. Kapadia and the Yorkshire Insurance Company was affected by the custodian or by the Yorkshire Insurance Company itself and whether the custodian had the powers to bring an end to the relationship of employer and employee, assuming Mrs. Kapadia was an employee of the Yorkshire Insurance Company. For the purposes of the present discussion it is assumed that Mrs. Kapadia was an employee of the Yorkshire Insurance Company.

30. I have already referred to the events between the 12th May, 1971, and 1st January, 1973, affecting the general insurance business in India. On the 12th May, 1971, an ordinance was promulgated taking over the management of the General Insurance Companies operating in India. It was later replaced by an Act (Act No. 17 of 1971) and was finally substituted by the Nationalisation Act of 1972 (57 of 1972) which came into force on 1-1-1973. At one stage, therefore,

between 1971 and 1-1-1973 the management of the companies vested in the Central Government. What was the position of the custodian and as to what was the consequence to the relationship of employer and employee between the erstwhile companies and their employees was the subject of two decisions which were cited. The first is that reported in 1978 L.L.C. 1349 (from Allahabad) and the other reported in 1 L. R. 1973 Calcutta p. 402. The Allahabad case was a case of termination of the services of an employee of a former insurance society on 7th July, 1971. The employee filed a suit and claimed that he had acquired a statutory status with regard to his employment and that his services could not be terminated except following the procedure contemplated in Article 311 of the Constitution of India. Pointing out that Act 57 of 1972 has no application, the Court held that in consequence of the ordinance followed by Act 17 of 1971 what was done was the management were vested in the Central Government and that "no change was effected in the nature of employment of employees and the Act did not have the effect of conferring any statutory status upon them." In other words, the Court held the employer and employee relationship continued between the erstwhile employee and the employer notwithstanding the taking over of the management. It was held, therefore, in that case that the Divisional Manager of the employer could validly terminate the service of the employee and that it was a mere case of a private employer terminating the employee's service to whom no relief was permissible by way of enforcement of contract of service.

31. The observations in the Calcutta case so far as this aspect of the matter are somewhat at variance with the Allahabad view. There the case arose out of an anticipatory action initiated by the employee by way of writ to quash and stop the investigation directed by the custodian in his actions relating the company with a view to terminate his services. In the Allahabad case it is not clear from the report as to whether the Divisional Manager was also the custodian. Here, however, the action was initiated by the custodian himself and the employee had come for a writseeking quashing of that order. These also the order was passed before Act 57 of 1972 came into force and subsequent to the ordinance and Act 17 of 1971 viz., on the 31st August, 1971. There was no dispute that the petitioner was an employee.

32. Reliance was placed in that case upon Section 4 of Act 17 of 1971 sub-section (2) of which provided that on the appointment of the custodian "the charge of the management of the undertakings of the insurers shall vest in him." The Court held that such charge of management embraces "general administration of the insurance which obviously includes the appointment of staff and termination of services of staff in the employment of insurers." In other words, the custodian became employer entitled to appoint and to terminate the services of an employee of the former employer. The custodian was acting for the Central Government and in fact this would mean that it was the Central Government which terminated and which could terminate the services of the employee.

33. The Court, however, was clear in that case also that no constitutional protection or status was acquired by the employee as a consequence of these provisions. But it is obvious that these observations go beyond what was stated in the Allahabad decision.

34. In the present circumstances it is not necessary to pronounce upon what are the consequence of the ordinance and Act 17 of 1971 on the employer and employee relationship between the erstwhile Yorkshire Insurance Company and its employee. It is also not necessary to determine in the present case, in view of the position which has emerged now and accepted on both hands, that the termination of Mrs. Kapadia's services assuming she was an employee was by the custodian and not by the Yorkshire Insurance Company. If in terms of the Calcutta decision the custodian had the power to terminate her services the Yorkshire Insurance Company could and did terminate her services giving her no remedy whatsoever against the Yorkshire Insurance Company by way of enforcement of her services, in view of the provisions of the specified Relief Act.

35. The question then is whether even assuming that the services of Mrs. Kapadia were wrongly terminated by the Yorkshire Insurance Company she could enforce her service contract or rather force her services upon the Oriental Fire

Insurance Company which is the successor of the Yorkshire Insurance Company. As I have pointed out the remedy open to Mrs. Kapadia could be only to claim for damages for wrongful termination of her services amounting to a month's wages and nothing more.

36. That brings, however, further difficulties in the way of Mrs. Kapadia. by reason of the statutory provisions of Section 7 of Act 57 of 1972. Section 7 is in these terms:—

"Transfer of service of existing employees in certain cases—(1) Every whole time officer or other employee of an existing insurer other than an Indian insurance company who was employed by that insurer wholly or mainly in connection with his general insurance business immediately before the appointed day shall, on the appointed day, become an officer or other employee, as the case may be, of the Indian insurance company in which the undertaking of that insurer or that part of the undertaking to which the service of the officer or other employee relates has vested, and shall hold his office or service under the Indian insurance company on the same terms and conditions and with the same right to pension, gratuity and other matters as would have been admissible to him if there had been no such vesting, and shall continue to do so unless and until his employment in the Indian insurance company in which the undertaking or part has vested is terminated or until his remuneration, terms and conditions are duly altered by that Indian insurance company.

Provided that nothing in this sub-section shall apply to any such officer or other employee who has given, in writing, notice to the Central Government or to any person nominated in this behalf by that Government before the appointed day intimating his intention of not becoming an officer or employee of the Indian insurance company in whom the undertaking or part thereof to which his service relates has vested.

(2) If any question arises as to whether any person was a whole-time officer or employee, or as to whether any officer of employee, was employed wholly or mainly in connection with the general insurance business of the existing insurer referred to in sub-section (1) immediately before the appointed day, the question shall be referred within a period of two years from the appointed day and not thereafter to the Central Government which shall, after giving an opportunity of being heard to the person concerned in the matter, decide it in such manner as it thinks fit and such decision shall be final.

(3) Notwithstanding anything contained in the Industrial Disputes Act, 1947 or in any other law for the time being in force, the transfer of the services of any officer or other employee under 'sub-section (1) shall not entitle any such officer or other employee to any compensation under that Act or such other law and no such claim shall be entertained by any court, tribunal or other authority."

It will be seen, therefore, when a question arose as to whether on the 31-12-1972 a person was an employee of the former Yorkshire Insurance Company mentioned in the schedule then such a question has to be referred in terms of sub-section (2) "within a period of two years from the appointed day viz. 1-1-1973 and not thereafter to the Central Government," which after giving an opportunity of being heard to the person concerned in the matter, decide it in such manner as it thinks fit and such decision shall be final under the Act.

37. In other words, therefore, even assuming that Mrs. Kapadia was an employee of the Yorkshire Insurance Company and her services, assuming were wrongly terminated by the custodian acting on behalf of the Yorkshire Insurance Company on 3-2-1972, Mrs. Kapadia, therefore, ceased to be an employee of the Yorkshire Insurance Company and could not enforce her contract of service against the Yorkshire Insurance Company either by way of a suit or any other relief. She, therefore, ceased to be an employee thereafter and in any event was not an employee on the 31-12-1972. If it was her contention that she was a whole time employee

of the Yorkshire Insurance Company and continued to be so "immediately before the appointed day" viz., 31-12-1972 then the only remedy which was provided to her was in terms of sub-section (2) to have a reference for determination of that question to the Central Government before 31-12-1974 and not later. The decision of the Central Government was to become final in that behalf.

38. It would not therefore, be competent for any Court to pronounce upon the question whether Mrs. Kapadia was a whole time employee of the Yorkshire Insurance Company or otherwise as on 31-12-1972. The jurisdiction to do so is taken away by Sn. 7 of 57 of 1972. Any adjudication of her claim of dispute whether she was an employee on or before 31-12-1972 was incompetent. In the present circumstances any decision that she was an employee and any order of reinstatement necessarily involves holding that she was an employee on 31-12-1972 of the Yorkshire Insurance Company which is disputed question. No reference therefore could be made relating to her dispute claiming to be a workman of the Yorkshire Insurance Company and reinstatement by the Oriental Fire & Insurance Company. The reference, therefore, must be held to be incompetent and must be answered as such. To sum up, therefore, it is held that Mrs. Kapadia failed to prove that she was an employee of the Yorkshire Insurance Company and was a workman within the meaning of the word "workman" as defined in the Industrial Disputes Act. A reference to have a declaration and her services restored by the Oriental Fire & Insurance Company is incompetent and does not lie.

39. Award accordingly. No order as to costs.

R. D. TELPULLE, Presiding Officer.

[No. L-17012/12/79-D. IV (A)]

S. S. PRASHER, Desk Officer

नई दिल्ली, 30 मार्च, 1984

आदेश

का० आ० 2003.—केन्द्रीय सरकार की राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट मामलों के संबंध में स्टेट बैंक ऑफ़ बीकानेर एण्ड जयपुर कोटा के प्रबंधतंत्र से संबंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्दिष्ट करना वांछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (i) के खंड (ब) द्वारा प्रदत्त शक्तियों का योग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्याय निर्णयन के लिए निर्दिष्ट करती है।

अनुसूची

"क्या स्टेट बैंक ऑफ़ बीकानेर एण्ड जयपुर, जयपुर के प्रबंधतंत्र की आर० बी० रोड, कोटा स्थित अपनी शाखा के लिपिक, श्री जी० पी० खंडेलवाल को अभिलिखित चेतावनी का दंड देने की कार्यवाही न्यायोचित है? यदि नहीं तो संबंध कर्मचार किस अनुसूची का हकदार है?"

[सं० एल-12012/275/83-बी-2 (ए)]

New Delhi, the 30th March, 1984

ORDER

S.O. 2003.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of State Bank of Bikaner & Jaipur, Kota and their workmen in respect of the matter specified in the schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters, at Jaipur and refers the said dispute for adjudication to the said Tribunal.

#### SCHEDULE

"Whether the action of the management of State Bank of Bikaner and Jaipur, Jaipur in relation to their R. B. Road Branch, Kota in serving the punishment of recorded warning upon Shri G. P. Khandelwal, Clerk is justified? If not, to what relief is the workman concerned entitled?"

[No. L-12012/275/83-D. II(A)]

नई दिल्ली, 3 मई, 1984

आदेश

का० आ० 2004.—केन्द्रीय सरकार की राय है कि इसमें उपर्युक्त अनुसूची में विनिर्दिष्ट विषय के बारे में मैसर्स एसोसिएटेड स्टोन इंडस्ट्रीज (कोटा) लि०, के प्रबंध तंत्र के संबंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधि-करण गठित करती है जिसके पीठासीन अधिकारी श्री महेंद्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधि-करण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

"क्या एसोसिएटेड स्टोन इंडस्ट्रीज लि० रामगंज मंडी, कोटा के प्रबंध-तंत्र की 111 कर्मचारियों (अनुबंध) को स्थान बहिष्कृत न करने के कायबाही न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुलोप के हकदार है?"

अनुबंध

क्रमांक नाम

1. जगदीश प्रसाद मंगीलाल
2. हीरा लाल शोंकार
3. फत्वा भूमी लाल
4. कोखर गोपाल
5. गणेश काना
6. हरी रामकिशना
7. कैलरा रामचन्द्र
8. खेमा राममुख
9. धूली लाल मंगला
10. रामलाल गणेश
11. रामचन्द्र खजपा
12. मन्ना धासी
13. बाल चन्द्र मंगीलाल
14. प्रभु लाल देवी लाल
15. कुसल राया
16. राम देवा शोंकार (धासी)
17. मेमा कुलु
18. मांगी लाल केसु राम

19. दया चन्त शर्मा
20. प्रहलाद नेतू राम
21. मेवा राम चन्द्र
22. प्रताप शोंकार
23. नत्थु राम चन्द्र
24. दया राम गणेश
25. कन्हैया लाल अमर लाल चरण
26. गोपी दालू
27. धन्ना गिरधारी
28. अमरा भूरा
29. भरु अमर लाल
30. राम प्रताप अमरा
31. गणपत भेर
32. भरी लक्ष्मण
33. कस्तूरी हजारी
34. भोली नारायण
35. पुनी नारायण
36. नत्थी बरदा
37. गुलाब बन्त राम
38. छोटी राम नाथ
39. शांति शोयमल
40. संतरा शोयमल
41. बरबी बजरंग
42. मोत्या भानन्द
43. मथरा धन्ना
44. अमरी जाधु राम
45. गुप्ता मंगला
46. अमरी जधु राम
47. तीजू ईसर
48. भूली अमर लाल
49. सीता नन्वा
50. पाना बजरंग
51. गट्टू फदीसाल
52. सोनी भवर लाल
53. नमु राम रामा
54. रामचन्द्र गणेश
55. गोपाल कंवर लाल
56. बलदेवा गोविंदा
57. फूल चन्द गोविंदा
58. फूल चन्द किशना
59. भंवर लाल हजारी
60. हरबों शंकर
61. लाल चन्द चोरमल
62. हीरा रूप
63. प्रभाती ग्यासी राम
64. विशन गंगाराम
65. रामप्यारी भंवर लाल
66. नन्द किशोर हजारी
67. भूखी गोपाल
68. मांगी लाल पन्ना लाल
69. ब्रोपदी राम लाल
70. गोरा दालू
71. मोत्या ग्यारसा
72. पन्ना लाल नारायणा
73. चन्द्रा केशोराम
74. कन्हैया लाल भेर

declaring the 111 workers (Annexure) permanent is justified? If not, to what relief are the workmen entitled?"

## ANNEXURE

Sl. No.	Name
1.	Jagdish Prashad Mangilal
2.	Hira Lal Onkar
3.	Fatya Chuni Lal
4.	Kokhar Gopal
5.	Ganesh Kana
6.	Hari Ram Krishna
7.	Keira Ramchandner
8.	Khema Ramsukha
9.	Dhuli Lal Mangla
10.	Ramlal Ganesh
11.	Ram Chander Lakhpa
12.	Manna Dhasi
13.	Bal Chander Mangilal
14.	Prabhu Lal Devi Lal
15.	Kusal Raga
16.	Ram Deva Onkar (Dhansi)
17.	Pema Kalu
18.	Mangi Lal Kesu Ram
19.	Daya Chand Khema
20.	Prabhlad Nenu Ram
21.	Mewa Ram Chander
22.	Pratap Onkar
23.	Nathu Ram Chander
24.	Daya Ram Ganesh
25.	Kanhaiya Lal Amar Lal
26.	Gopi Dalu
27.	Dhanra Girdhari
28.	Amra Bhura
29.	Bheru Amar Lal
30.	Ram Prasad Amra
31.	Ganpat Bheru
32.	Bheri Laxman
33.	Kasturi Hazari
34.	Bholi Narayan
35.	Puni Narayan
36.	Nathi Barda
37.	Gulab Vakta Ram
38.	Chhoti Ram Nath
39.	Shanti Chothmal
40.	Santra Chothmal
41.	Bardi Bajranga
42.	Motya Ananda
43.	Mathra Dhanna
44.	Amari Jadhu Ram
45.	Pushpa Mangala
46.	Amari Jadhuram
47.	Tiju Isar
48.	Bhuli Amarlal
49.	Sita Nanda
50.	Pana Bajarang
51.	Gattu Fudilal
52.	Soni Bhavarlal
53.	Nanuram Rama
54.	Ramchander Ganesh
55.	Gopal Kanwarlal
56.	Baldewa Govinda
57.	Phoolchand Govinda
58.	Phoolchand Kishna
59.	Bhanwarlal Hazari
60.	Harbo Shankar
61.	Lalchand Chothmal
62.	Hira Roopa
63.	Prabhatl Gyarsiram
64.	Bishan Gangaram
65.	Rampyari Bhanwarlal
66.	Nandkishor Hazari
67.	Bhooli Gopal
68.	Mungilal Pannalal
69.	Drepdi Ramlal
70.	Gora Balu

75. मन्तरा भजन
76. खूसा छागना
77. घिसी श्रवण
78. भेरु मंगाराम
79. मोल्या नारायण
80. गंगा राम मांगी लाल
81. छल्लटका
82. चोयमल गणेश
83. चन्नी भीमा
84. गंगा राम नारायण
85. धूली भानन्द
86. नोरती घासी
87. शांति राम लाल
88. नरथी चन्ना
89. देवी लाल हेतु
90. भंर लाल मांगी लाल
91. केशर भमरा
92. नारायणा भट्टी टंका
93. भोम प्रकाश नारायणा
94. नरथ जुबारा
95. गणपति राम देव
96. शांति भानन्द
97. शंकर कान्हा
98. भमरी टंकचन्द
99. गोपी मांगीलाल
100. गुलाब रामा
101. रोडू रामा
102. हीरा प्रभु लाल
103. भीरा सजन
104. अलाबन्दी सुन्दरा
105. जगन्नाथ गोपी
106. मांगी लाल गोपी
107. गारी नाथु
108. बाबू लाल ठाकुर चन्द
109. शंकरा राधवल्लभ
110. मांगी लाल भमरा
111. नारायणी मंगा

[सं.एल-29011/13/83-जी-3 (जी)]

New Delhi, the 3rd May, 1984

## ORDER

S.O. 2004.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of M/s. Associated Stone Industries (Kotah) Ltd. and their workmen in respect of the matter specified in the Schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

## SCHEDULE

"Whether the action of the management of Associated Stone Industries Ltd. Ramgunjmandi, Kotah in not

71. Motya Gyarsa
72. Pannalal Narayan
73. Chandra Keshoram
74. Kanhaiyalal Bheru
75. Santra Bhajan
76. Khuman Chhagna
77. Dhisi Shravan
78. Bheru Gangaram
79. Motya Tarachand
80. Gangaram Mangilal
81. Dhalli Teka
82. Chothmal Ganesh
83. Chandri Bhima
84. Gangaram Narayan
85. Dhuli Ananda
86. Nortl Dhasi
87. Shanti Ramlal
88. Nathi Chandra
89. Devlal Chhetu
90. Bhanwarlal Mangilal
91. Keshar Amara
92. Narayan Bhatti Teka
93. Om Prakash Narayan
94. Nanda Juvara
95. Ganpati Ramdev
96. Shanti Ananda
97. Shankar Kanha
98. Amari Tekchand
99. Gopi Mangilal
100. Gulab Rama
101. Rodu Rama
102. Hira Prabhulal
103. Meera Sajan
104. Alabandi Sundra
105. Jagannath Gopi
106. Mangilal Gopi
107. Pari Nathu
108. Babulal Thakurchand
109. Shankari Radhavallibu
110. Mangilal Amara.

[No. L-29011/13/83-D. III(B)]

नई दिल्ली, 18 जून, 1984

आवेक

का० प्रा० 2005.—केन्द्रीय सरकार की राय है कि इससे उपायय प्रनुसूची में विनिर्दिष्ट विषय के बारे में भारतीय जीवन बीमा निगम, मछलीपत्तन के प्रबंधन से संबंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्याय-निर्णय के लिए निर्दिष्ट करवावांछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (I) के खंड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री एस श्रीनिवास राव होंगे, जिसका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्याय-निर्णय के लिए निर्दिष्ट करती है।

प्रनुसूची

“क्या भारतीय जीवन बीमा निगम मछलीपत्तन के प्रबंधन की अपने शाखा कार्यालय, ओंगोले, प्रकाशम जिले के चौकीदार, श्री जी रमैया की 22-12-1982 से सेवाएं समाप्त करने की कार्यवाही न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार किस अनुसूची का हकदार है?”

[संख्या एल-17012/16/83-डी-4(ए)]

New Delhi, the 6th June, 1984

## ORDER

S.O. 2005.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Life Insurance Corporation of India, Machilipatnam, and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri M. Srinivasa Rao shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

## SCHEDULE

“Whether the action of the management of Life Insurance Corporation of India, Machilipatnam in relation to their Branch Office, Ongole, Prakasham, District in termination of the service of Shri G. Ramalah, Watchman with effect from 22-12-1982 is justified? If not, to what relief is the workman concerned entitled?”

[No. L-17012/16/83-D. IV.A.]

New Delhi, the 6th June, 1984

S.O. 2006.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Dhanbad in the industrial dispute between the employers in relation to the Allahabad Bank, Muzaffarpur, Bihar and their workmen, which was received by the Central Government on the 29th May, 1984.

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 8 of 1982

In the matter of an industrial disputes under S. 10(1)(d) of the I.D. Act, 1947.

## PARTIES :

Employers in relation to the management of Allahabad Bank and their workmen.

## APPEARANCES :

On behalf of the employers.—Shri M. R. Sarbadhikary, Chief Law Officer.

On behalf of the workmen.—Shri D. N. Pandey, Advocate.

STATE : Bihar.

INDUSTRY : Banking.

Dhanbad, the 22nd May, 1984

## AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-12012/57/81-D. II(A), dated, the 25th January, 1982.

## SCHEDULE

“Whether the action of the management of Allahabad Bank Muzaffarpur in awarding punishment by way of stopping four increments of Shri A. N. Jha, Cash-Clerk was justified? If not, to what relief is the workman concerned entitled?”



The case of the management is that the concerned workman Shri A. N. Jha was a Cash Clerk in the Muzaffarpur Branch of Allahabad Bank. On 15-1-77 one Shri Giridhari Lal representative of M/s. Ashoka Grains Agency, went to deposit a sum of Rs. 30,000. The concerned workman Shri A. N. Jha accepted the amount from him on the receiving counter of the Bank. The concerned workman advised Shri Giridhari Lal that a sum of Rs. 1,000 was short and that it was Rs. 29,000 only. Shri Giridhari Lal insisted that he had deposited Rs. 30,000. There was some exchange of words and thereafter Giridhari Lal went and informed the Bank Manager Shri Basudeb Roy. The Manager came and got the amount taken by the concerned workman counted by the Head Cashier and on counting it was found to be Rs. 29,000 only. The Cash balance of Shri Ashutosh Puri working on the Cash Counter was verified and excess amount of Rs. 1,000 was found in the Cash balance of Shri Ashutosh Puri who was on receipt and payment counter. It is said that the concerned workman had accepted the money from Shri Giridhari Lal near the Cash Drawer of Ashutosh Puri and that the excess cash balance of Rs. 1,000 was found in the said drawer of Shri Ashutosh Puri. A note to this effect was made in the cash receipt book by the manager of the Bank and the Head Cashier. The said amount of Rs. 1,000 was added with the amount of Rs. 29,000 collected from the concerned workman and the party was given a receipt for the deposit of Rs. 30,000. The manager asked Shri Giridhari Lal to give the detailed facts in writing. Subsequently one of the partners of M/s. Ashoka Grains Agency sent a complaint in writing on 22-1-77. The concerned workman was served with a chargesheet dated 6-6-1977 for the acts of his gross misconduct. The concerned workman tendered his written reply to the chargesheet. A full-fledged enquiry was conducted against the concerned workman on the basis of the aforesaid charge by Shri V. P. Saxena. The charges levelled against Shri Jha were proved at the enquiry and the same being serious, it was considered a fit case for dismissal/discharge from service. The concerned workman was given ample opportunity to effectively cross-examine witnesses through his defence assistant and was given full opportunity to defend himself. The principle of natural justice was scrupulously observed at all the stages of the enquiry. It is also stated on behalf of the management that the dispute involving the reference is not an industrial dispute under section 2K and schedule (I) to (iv) of the I.D. Act, 1947 and the union has no locus standi to raise such dispute without raising the reference to the management. As per rules the concerned workman was served with a show cause letter issued by the disciplinary authority against the proposed punishment of dismissal. The concerned workman gave his written reply to the said show cause. The disciplinary authority considering the entire aspect of the matter and with a view to give a chance to the concerned workman remitted the punishment to the stoppage of four increments only. The concerned workman appealed against the order of the disciplinary authority to the Appellate Authority. The appellate authority upheld the order passed by the disciplinary authority. There was no denial of natural justice at any stage, although this was a fit case for dismissal/discharge. The management with a view to give the concerned workman to serve the Bank honestly and diligently, imposed a lenient punishment of stoppage of four increments only. The said order was neither mala fide nor vindictive. In view of the above it is submitted on behalf of the management that there is no room for interfering in the order passed against the concerned workman and that the reference should be answered in favour of the management.

The case of the concerned workman is that he was aggrieved by the management vide letter dated 3-2-77. It was alleged in the suspension order that on 15-1-77 a party viz. M/s. Ashoka Grains Agency tendered a sum of Rs. 30,000 which was counted by him and after counting he said that the amount received was only Rs. 29,000 and that on checking in the presence of the Head Cashier and the representative of the party a sum of Rs. 1,000 was found in the drawer of the Cash department. The workman was charge-sheeted under clause 19.5(i) of the Bipartite settlement. The allegation made in the chargesheet was that the concerned workman was entrusted with the job of sorting of notes

by the Head Cashier and that at the relevant time he was sorting the notes by sitting just by the side of the Head Cashier and that the workman left his seat and voluntarily accepted the amount of Rs. 30,000 which was tendered by Shri Giridhari Lal representative of M/s. Ashoka Grains Agency. It was further alleged in the chargesheet that the concerned workman counted the notes and said that it was Rs. 29,000 only. The Head Cashier made a check and it was found that Rs. 1,000 was found in the drawer just by the side of the concerned workman and that the said amount was stealthily removed by the concerned workman who had attempted to misappropriate the said amount. The workman in his reply specifically denied the allegations contained in the chargesheet. He had stated that he neither voluntarily left his seat nor accepted the amount tendered by the party and that he was doing the job of sorting of notes for the whole day. Shri B. P. Saxena held the domestic enquiry and examined several witnesses in support of the charges levelled against the concerned workman. Shri P. N. Khanna Head Cashier in his deposition stated before the enquiry officer that the concerned workman was allotted the duty of note sorting on 15-1-77. He had further stated that the amount of Rs. 30,000 tendered by the party was received by Shri Ashutosh Puri, the Cash Clerk and the representative of the party made allegations against Shri Puri that he had given Rs. 30,000 to him while Shri Puri said that the amount tendered to him was Rs. 29,000 only. Shri P. N. Khanna further stated before the Enquiry Officer that the amount of Rs. 1,000 was recovered from the drawer of Shri Puri. Shri Ashutosh Puri in his statement before the Enquiry Officer stated that the excess amount of Rs. 1,000 was found in his balance and that he had signed the voucher showing that the amount was received by him. Shri Basudeb Rai, Manager of the Bank was also examined who was interested in implicating the concerned workman. There was violation of the provisions of the Bipartite settlement and the authorities acted arbitrarily in passing the penalty. There has been violation of principle of natural justice, equity and good conscience. The charges have not been established against the concerned workman. The authorities acted on the basis of surmises and supposition and contrary to the records. The concerned workman was unfairly dealt with at all the stages of the enquiry. The punishment inflicted upon the concerned workman is unwarranted and it is too harsh. The Union duly raised the dispute before the management and thereafter the matter was raised before the conciliation officer. The Government duly referred the matter for adjudication and the Government is the only authority to decide as to whether the dispute is fit for reference or not.

On the above facts the points for determination are (1) whether the domestic enquiry was proper and valid (2) whether the punishment by way of stopping of four increments of Shri A. N. Jha, Cash Clerk was justified and (3) whether on merit the management has been able to establish the charge against Shri A. N. Jha.

The jurisdiction of the Tribunal is limited. It can deal with the merits of the impugned orders only if it can properly come to the conclusion either that the domestic enquiries were not validly or properly held or that the findings given by the enquiry officer was vitiated either by reason of their being in breach of the rules of natural justice or perverse or contrary to the evidence. This principle has been set at rest in various decisions of the Supreme Court. As such it is first to be decided whether the domestic enquiry was validly or properly held or not and whether the findings given by the enquiry officer were vitiated either by reason of their being in breach of the rules of natural justice or perverse or contrary to the evidence. The domestic enquiry has been challenged on the following grounds :—

- (1) There was delay in lodging the complaint in as much as the alleged offence took place on 15-1-77 and the complaint was made on 22-1-77 and it was at the instance of the Bank Manager who obtained the complaint so as to implicate the concerned workman falsely.



- (2) There has been violation of the provisions of the Bipartite settlement.
- (3) There has been violation of principle of natural justice, equity and good conscience.
- (4) The workman was deprived of the opportunity of making effective cross-examination in account of non furnishing of the relevant documents and he was unfairly dealt with at every stages of the proceedings.
- (5) The authorities have acted on the basis of surmises and suppositions and acted contrary to the records.
- (6) No notice had been issued as to who will be the disciplinary authority and appellate authority.
- (7) The witnesses examined on behalf of the management did not support the charges.
- (8) The punishment given to the concerned workman is unwarranted, improper and harsh.

The Management has produced the proceeding book of the domestic enquiry which is Ext. M-1 in this case. Ext. M-1 is the complete note of the domestic enquiry held against the concerned workman. MW-1 Shri B. P. Saxena was the enquiry Officer in the year 1978 attached to the Head Office of Allahabad Bank. He has stated that he held on enquiry in the case of Shri A. N. Jha, Cash Clerk of Muzaffarpur Branch of Allahabad Bank in the year 1977. He has stated that he had Allahabad Bank in the year 1977. He has stated that he had noticed the parties to appear before him on the basis of the chargesheet and both the parties had appeared before him. He has further stated that in the course of enquiry he had examined witness and took documents into evidence and gave opportunity to the workmen to cross-examine the management's witnesses. He has stated that no witness was examined on behalf of the workmen and the workman declined to give any statement. The workmen had produced a written note of argument which he received in evidence. He considered the written note of the workmen while considering the evidence produced before him. The concerned workman or his representative did not complain about the day to day conduct of the proceeding. He has also stated that he had allowed opportunity to the workman to defend his case. In the cross-examination he had stated that the Bank employees are governed by Desai Award and Shastri Award and Bipartite settlement. He has stated that according to the law the disciplinary authority, enquiry authority and the appellate authority has to be notified. He was unable to say that if any disciplinary authority was notified in the instant case. He was also not aware of the notification of his being notified as enquiry Officer but he had got his appointment as enquiry officer on which he had acted. MW-2 is Shri S. K. Bose who acted as disciplinary authority in connection with the case against Shri A. N. Jha and he had imposed the punishment on Shri Jha for his acts of misconduct after departmental enquiry. He has stated that before imposing the penalty an opportunity was given to Shri Jha to show cause against the proposed punishment. In cross-examination he has stated that the appointment of the disciplinary authority was made on the basis of the circular issued by the Bank. WW-2 is the concerned workman Shri A. N. Jha. Let us examine as to what he has stated in his evidence regarding impropriety of the domestic enquiry held against him. He has stated that he had not seen any notification authorising the Manager to suspend the Clerks of the Bank. He has further stated that no notice has been issued as to who will be disciplinary authority and appellate authority. In his cross-examination he has stated that he had participated in the enquiry proceeding against him. The witnesses produced on behalf of the management were cross-examined on his behalf. He could not say if Shri S. K. Bose was the disciplinary authority before whom he never appeared. He had filed appeal against the punishment imposed in the departmental proceeding. Thus from the evidence of WW-2 two points appear to have been raised against the validity of

the domestic enquiry. The main contention on behalf of the concerned workman is that there had been no notification regarding the disciplinary authority and appellate authority. Admittedly, the domestic enquiry is governed by the Bipartite settlement. The disciplinary action and procedure thereof is provided in Chapter 19 of the first Bipartite settlement. In para 19.14 of Chapter 19 it is stated that Chief Executive Officer or the principal officer in India, of a Bank, or an alternate Officer at the Head Office or principal office appointed by him for the purpose, shall decide which officer shall be empowered to hold enquiry and take disciplinary action in the case of each officer or establishment. He shall also decide which Officer or a body higher in status than the Officer authorised to take disciplinary action shall be empowered to deal with and dispose of any appeals against orders passed in disciplinary matters. The names of such officers or the body who are empowered to pass the original orders or hear and dispose of the appeals, shall from time to time be published on the Banks notice Boards. Such appellate authority shall, if the employee concerned is so desirous in case of dismissal, hear him or his representative before disposing of the appeal. It will thus appear that a notification regarding the appointment of disciplinary authority and appellate authority is required to be made in accordance with the first Bipartite settlement. Ext. M-5 is the show cause notice issued by the disciplinary authority dated 7-4-78 to Shri A. N. Jha. It will appear from Ext. M-5 that Shri S. K. Basu, disciplinary authority had been appointed as Disciplinary authority vide Head Office circular No. Staff1823/1075 dated 17-2-78. Thus it will appear from this letter that Shri S. K. Basu, the disciplinary authority had been authorised as Disciplinary authority vide Circular dated 17-2-78. The said circular was produced on behalf of the management on the date of hearing of the argument in the reference and the same has been marked as Ext. M-10. It will show from this circular that Shri A. Ghosh Chairman-cum-Managing Director of Allahabad Bank empowered Shri S. K. Basu along with others to take disciplinary action and that Shri M. L. Chakraborty was empowered to hear and dispose of appeals against the orders passed in disciplinary matters. It is also stated that the disciplinary authority is empowered to decide which Officer is to be appointed as enquiry Officer as to a particular case. This circular was issued with reference to clause 19.14 of Bipartite settlement dated 19-10-66. It appears therefore that Shri S. K. Basu was appointed as Disciplinary authority and Shri M. L. Chakraborty was appointed as Appellate authority by the principal Officer of Allahabad Bank. Ext. M-7 is the order of the disciplinary authority dated 17-7-78 passed by Shri S. K. Basu and Ext. M-9 is the order passed by the appellate authority Shri M. L. Chakraborty, which was communicated to Shri A. N. Jha. It is clear, therefore, that the disciplinary authority and the appellate authority who have passed the necessary orders in this case against Shri A. N. Jha were duly authorised as disciplinary authority and appellate authority and there could be no objection now that the disciplinary authority and appellate were not legally notified.

It has been stated that there is no order to show that Shri B. P. Saxena who had held the domestic enquiry was authorised to hold domestic enquiry against the concerned workman. The authority of Shri Saxena to hold the enquiry was not challenged at any stage of the domestic proceeding. Even in the W. S. it is not challenged that the enquiry Officer was not duly authorised to hold the domestic enquiry. In the petition Ext. W-4 which sent to the ALC (C) Patna on behalf of the concerned workman there is no challenge of the authority of the enquiry officer empowering him to hold the enquiry. This question was not raised before the enquiry officer during the domestic enquiry or at its conclusion before the enquiry officer. The concerned workman had not raised any objection to that effect in his reply to the show cause (Ext. M-6) dated 17-4-78 and in the appeal Ext. M-8 made before the Appellate authority. As the concerned workman had not raised any objection regarding the authority of appointment of the enquiry officer at any stages, the management did not produce the actual order by which the enquiry officer was appointed by the authority. However, the enquiry officer, MW-1 has stated that he did get his appointment as enquiry Officer on which he acted. In the above view of the

discussion I hold that the enquiry officer had been duly empowered to hold enquiry against Shri A. N. Jha and as such this objection had never been raised earlier on behalf of the concerned workman. In my opinion, therefore, the domestic enquiry cannot be said to be vitiated on the ground that no disciplinary authority or appellate authority was notified in as much as they had actually been appointed by the authority concerned vide Circular Ext. M-10.

The management has produced Ext. M-2 which gives in details the allegations made against the concerned workman stating the charges against him. Ext. M-3 is the written explanation of Shri A. N. Jha to the allegation of charges made in Ext. M-2. Ext. M-4 is the findings of the enquiry Officer in respect of the enquiry. Ext. M-5 dated 17-4-78 is the show cause notice issued to the concerned workman by the disciplinary authority as to why the concerned workman should not be discharged from the Bank's services. In view of the fact that the charge against him has been established in the departmental enquiry. Ext. M-6 is the show cause filed by the concerned workman before the disciplinary authority. Ext. M-7 is the decision of the disciplinary authority communicated to the concerned workman by which four next increments of the concerned workman in the time scale was stopped. Ext. M-8 is the appeal filed by the concerned workman before the appellate authority and Ext. M-9 is the order of the appellate authority communicated to the concerned workman by which the appellate authority declined to interfere with decision of the disciplinary authority and the appeal was dismissed.

On perusal of the proceedings of the domestic enquiry Ext. M-1 it will appear that all the witnesses examined on behalf of the management were examined in presence of the concerned workman and Shri A. K. Singh, Organising Secretary, All India Allahabad Bank Employees Association who was authorised by the concerned workman to defend his case. They all signed on each page of the proceeding denoting that all the proceedings recorded in Ext. M-1 were gone into in their presence. It also appears that all the witnesses examined on behalf of the management were cross examined on behalf of the concerned workman. It will also appear that the concerned workman and his representative were asked to give evidence in the case but the representative of the concerned workman did not adduce any document or witness in defence of the concerned workman. Both the parties were heard. It will thus appear that the domestic enquiry was properly gone into and there was no infirmity in the said proceedings.

In respect of the objection regarding the delay in filing the complaint against the concerned workman on the basis of which the domestic enquiry was held, it will appear from the statement of Giridhari Lal, representatives of M/s. Ashoka Grains Agency who had deposited the money with the Bank and Shri Basudeb Roy Manager of the Bank that Shri Giridhari Lal was told to file a written complaint and that thereafter one of the partners of Ashoka Grains Agency sent the complaint. Shri Giridhari Lal was asked by the Manager to send written complaint and the delay was on the part of the firm and not on account of the management of the Bank. As such the delay in lodging the written complaint by the partners of M/s. Ashoka Grains Agency cannot be taken advantage to falsify the case against the concerned workman. Admittedly, Shri Giridhari Lal had informed the Manager of the incident and thereafter the Manager had come at the Cash counter and had got the money counted. The entire fact was stated by Shri Giridhari Lal to the Manager on the date of incidence and as such the filing of the complaint by the Firm cannot be a ground to vitiate the enquiry proceeding.

In view of the discussion made above it will appear that the provision of the Bipartite settlement has not been violated and domestic enquiry was gone into as provided in Chapter 19 of the Bipartite settlement.

It will appear from the proceeding Ext. M-1 that the concerned workman was given full opportunity to cross-examine the witnesses examined on behalf of the management and that the said opportunity given to him was uti-

lised and his representative had cross-examined all the witnesses in his presence. It will appear that the management had produced document before the Enquiry Officer and the same was made available to the concerned workman and his representative Shri A. K. Singh for his scrutiny. There was no other document which was used against the concerned workman which was not shown to the concerned workman or his representative for scrutiny. As such I do not think that there is any point in the objection of the concerned workman that the relevant document were not furnished. There is no evidence to show that the concerned workman was unfairly dealt with at any stage of the proceeding and he had not made any grievance of it before the Enquiry Officer or in his evidence before this Court.

It is submitted on behalf of the concerned workman that the witnesses examined on behalf of the management did not support the charges before the enquiry officer. On perusal of the proceeding Ext. M-1 it will appear that Shri P. N. Khanna, Head Cashier had not supported the charges against the concerned workman. On the contrary Shri Khanna made all the allegations against Shri Ashutosh Purty which was levelled against the concerned workman in the charge-sheet. The Enquiry Officer, as, it appears, disbelieved this witness. The main ground of disbelieving Shri Khanna by the Enquiry Officer is that he was not present at his place when Shri Giridhari Lal had deposited the amount on the counter. Both Shri Giridhari Lal and the Manager Shri Basudeb Rai who came on hearing the complaint of Shri Giridhari Lal have stated that Shri Khanna was out and that Shri Khanna come when Shri Basudeb Rai was about to count the money which was found to have been received in the hands of Shri A. N. Jha. The Enquiry Officer has considered the evidence of all these witnesses and he concluded that as Shri Khanna was not present when the money was actually handed over to Shri Jha and as such the statement of Shri Khanna was not to be believed in the face of evidence of Shri Giridhari Lal who had actually handed over the money and the evidence of Shri Basudeb Rai Manager of the Bank who had actually seen the amount in the hands of Shri A. N. Jha which on verification was found to be Rs. 29,000 by Shri Khanna who had actually counted the money. The Enquiry Officer had put a very pertinent question to Mr. Khanna as to why he did not inform the Manager that it was Shri Ashutosh Purty to whom the money was handed over by Shri Giridhari Lal and not to Shri A. N. Jha whereupon Shri Khanna stated that since he knew that the entire action was motivated his report in writing would not have made any difference and there was no question of his voluntarying the statement. The Enquiry Officer had appraised the evidence after considering the sequence of the statements of all the witnesses and I do not think that his conclusion was perverse. On the evidence in the case it was quite possible for the Enquiry Officer to believe the evidence of Shri Basudeb Rai and Shri Giridhari Lal and discard the evidence of Shri Khanna whose statement itself appears to be motivated. I hold, therefore, that the authorities have not acted on surmises and suppositions. The Enquiry Officer believed the evidence of witnesses other than Shri Khanna and as such it cannot be said that the witnesses examined on behalf of the management did not support the charges. It was open to the Enquiry Officer to believe some of the witnesses and to disbelieve the other in the circumstances of the case and in my opinion his conclusion cannot be said to be perverse.

There is nothing on the record to show that there has been violation of the principles of natural justice and equity and good conscience.

It is submitted that the punishment inflicted on the concerned workman was too harsh. From the allegations made against the concerned workman it will appear that Shri Giridhari Lal had handed over Rs. 30,000 to the concerned workman who had left his own work and had come to the counter to accept the money and he told Shri Giridhari Lal that the amount given to him was only Rs. 29,000 and that there was shortage of Rs. 1,000. It was subsequently found that Rs. 1,000 was kept in the Cash Drawer of Shri Ashutosh Purty which was quite adjacent to the place where

the concerned workman had taken money from Shri Giridhari Lal. The insinuation is that the concerned workman had actually taken Rs. 30,000 from Shri Giridhari Lal and had surreptitiously put one thousand in the adjacent drawer of Shri Ashutosh Purty in order to have illegal gain for himself. The Enquiry Officer found the allegations against the concerned workman to have been established. The said allegation made against the Assistant of the Bank is of a very serious nature and such conduct of an assistant of a Bank is most likely to cause loss of confidence in the Bank itself and the business of the Bank may entirely be frustrated. In such circumstances there could be the punishment of dismissal of a person for such proved allegation. The management has only stopped four increments of the concerned workman in lieu of punishment which appears, rather, lenient. In the above view of the matter, I do not think that the punishment inflicted on the concerned workman is at all harsh.

In view of the discussions made above, I hold that the domestic enquiry was properly and validly held and that the punishment by way of stopping of four increments of Shri A. N. Jha, Cash Clerk was justified.

As I have stated in the very beginning that the jurisdiction of the Tribunal being limited, it can deal with the merits of the impugned order only if it could properly come to the conclusion that the domestic enquiry were not validly and properly held or that the findings given by the Enquiry Officer were vitiated. I have held above that the domestic enquiry were properly and validly held and that the findings given by the Enquiry Officer were not vitiated either being in breach of the rules of natural justice or perverse or contrary to the evidence. As such it is not necessary to go into the merit of the case. However, it will appear that the concerned workman has examined two witnesses one of them is Shri P. N. Khanna besides the concerned workman himself. Shri P. N. Khanna has, no doubt, stated in support of the concerned workman that Shri Giridhari Lal had given the money to Shri Ashutosh Purty and that shortage of Rs. 1,000 was found from the drawer of Shri Purty. I have already discussed his statement which he had made before the enquiry officer which was similar to the statement given before this Court. The Enquiry Officer had considered the evidence of all the witnesses and had given good reasons as to why he did not believe the evidence of Shri Khanna. It is not necessary to repeat the evidence again as I have held above that it was open to the Enquiry Officer to arrive at his own conclusion on the evidence of the witnesses examined before him and his enquiry order cannot be said to be wrong only because he had not believed the evidence of Shri Khanna which was in support of the defence of the concerned workman. The evidence of Shri Khanna had been considered and reasons were given to discard his statement and I do not think it proper now to interfere with the enquiry proceeding only because Shri Khanna was still insisting on the facts which he had stated before the Enquiry Officer and was discarded by the Enquiry Officer for good reasons. In view of the above I hold that it was not necessary for the management to adduce evidence to establish the charge against Shri A. N. Jha in as much as the domestic enquiry made against Shri A. N. Jha was found to be valid and just.

In view of the facts evidence and circumstances discussed above, I hold that the action of the management of Allahabad Bank, Muzaffarpur Branch in awarding punishment by way of stopping of four increments of Shri A. N. Jha, Cash Clerk was justified and that Shri Jha is entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer  
[No. L-12012/57/81-D.II(A)]

S.O. 2007.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Chandigarh in the industrial dispute between the employers in relation to the State Bank of India, Chandigarh and their workmen, which was received by the Central Government on the 26th May, 1984.

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,  
CENTRAL GOVT., INDUSTRIAL TRIBUNAL,  
CHANDIGARH

Case No. I.D. 140/83

PARTIES :

Employers in relation to the management of State Bank of India, Chandigarh.

AND

Their Workman—Ran Singh

APPEARANCES :

For the Employers—Shri V. K. Gupta.

For the Workman—Shri L. S. Sachdeva.

STATE : Chandigarh

INDUSTRY : Banking

AWARD

Dated the 23rd of May, 1984

The Central Govt., Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act 1947, vide their Order No. L-12012/182/82-D.II(A) dated the 17th of May and 3rd of August 1983 referred the following Industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of State Bank of India, Chandigarh in relation to their Talwara Branch in terminating the services of Shri Ran Singh, Peon with effect from 12-8-1981 and in denying him opportunity of re-employment in the Bank, is justified? If not, to what relief is the workman concerned entitled?”

2. When the case came up for hearing, the parties reported a compromise which has since been taken down by me on the records. On having pursued the same and hearing them, I feel satisfied regarding its fairness because irrespective of the merits of the Workman's claim, it ensures him a favourable consideration for fresh appointment by virtue of the enabling provisions of Section 25-H of the Industrial Disputes Act, 1947. He shall be called for interview in the usual manner on its own merits his case for appointment and permanent absorption in the Bank would be considered sympathetically. Of course he would not be entitled for any back wages in view of the fresh recruitment.

3. Accordingly I hereby, return a No-dispute Award.

Chandigarh.

23-5-1984.

I. P. VASISHTH, Presiding Officer.

[No. L-12012/182/82-D.II(A)]

S.O. 2008.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Chandigarh in the industrial dispute between the employers in relation to the State Bank of India, New Delhi and their workmen, which was received by the Central Government on the 25th May, 1984.

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL  
CHANDIGARH

Case No. I D. 6/1976 (N. DELHI)

85 of 1983—CHD

PARTIES :

Employers in relation to the State Bank of India, Region II, Parliament Street, New Delhi.

AND

Their Workman Joginder Singh

APPEARANCES :

For the Employers—V. K. Gupta.

For the Workman—J. G. Verma.

## INDUSTRY—Banking

## AWARD

The Central Govt., Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act 1947, hereinafter referred to as the Act, per their Order No. L-12012/33/76/D.II.A. dated the 3rd of December, 1976 read with S.O. No. S-11025(2)/83 dated the 8th of June 1983 referred the following Industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of the State Bank of India Region II, Parliament street, New Delhi in employing Shri Joginder Singh, Messenger at Gagret Pay Office on 3/4 wages is legal and justified ? If not to what relief is the workman entitled and from what date ?”

2. Brief facts of the case, according to the petitioner workman, are that he was appointed as a Messenger in the service of the respdt. Bank at their Gagret Pay Office w.e.f. 11-10-71; and that he used to work for them on full time bases on the pattern of their regular employees but barring for a few days, was not allowed to mark his daily attendance beyond a certain number of hours and, thus, the Management projected him as a part time employee. It was complained that in this manner the petitioner was deprived of his due-wages which were restricted by the Bank to the half of the regular scale. On his persistent representations, they tried to modify him by raising the salary to the 3/4th of the full and regular scale w.e.f. 15-3-1974. But the obvious reason it did not satisfy his demand and so he approached his Union who tried to reason out the logic of Sastri and Desai Awards with the Management for his full time-wages since he was serving them like any other regular employee. However, the Management still proved unresponsive and so much so that even the intervention of the ALC(C) during the Conciliation proceedings proved futile; hence the Reference.

3. Resisting the proceeding on all counts, the Management challenged the validity of the Reference for want of proper cause and sponsorship. They averred that the scope of Reference was limited to examine the propriety of giving 3/4th of wages to the petitioner who him-self appeared to be contended with the existing arrangement as per disclosures in para No. 26 of the Claim-Statement. All the same, on the point of fact it was propounded that the petitioner was recruited as a temporary part-time messenger and was paid in accordance with the terms of his appointment; and that there was no violation of any of the provisions of Sastri or Desai Award. Last but not the least, it was revealed that w.e.f. 22-12-1976 the petitioner had been given a regular appointment on full wages.

4. Since the pleadings appeared to be fully covered under the terms of Reference, therefore, my learned predecessor called upon the parties to adduce evidence in support of their respective versions, but both of them opted to confine their efforts to some of the Bank's record whose authenticity was not disputed from either side. Obviously I have pursued the same and heard the parties.

5. For a proper appreciation of the point in issue it may be in the fitness of things to reproduce the relevant relief clause contained in Para No. 26 of the Claim-Statement. It reads as below :—

“That from Jan. 1978 to 14-3-75, the workman worked for more than 29 hours in a week and has marked his attendance in register and worked even according to the provisions contained in para 14.5 of the agreement entered into between the State Bank of India and All India State Bank of India Staff Fed. he was entitled to receive 3/4 wages, whereas he has been paid only 1/2 wages”. (emphasis supplied).

6. A back glance into the terms of reference would show that I have a limited scope to examine the propriety of the Managements action in giving 3/4 wages to the petitioner

instead of the full time scale. In other words I would be travelling beyond the scope of Reference if I were to include his employment tenure prior to his fixation in the 3/4th of the time scale; and it hardly requires any emphasis that according to the common case of the parties the petitioner was enrolled at that stage of the scale w.e.f. 15-3-74 and was given employment on regular basis w.e.f. 22-12-76.

7. In all fairness to him, the learned Representative of the Bank-Management offered to pay 3/4th of the scale wages to the petitioner for the relevant period from 15-3-74 to 14-3-75 in the light of his above noted prayer clause contained in para No. 26 of the Claim-Statement.

8. However, the learned Representative for the workman contended that the Management acted unfair in depriving him of the full time wages for his entire tenure of service starting from 11-10-1971. I am afraid, the grouse is devoid of force primarily because it is contradictory to the petitioner's own case as propounded in the above noted para No. 26 of the Claim Statement, and then the petitioner did not bother to adduce any evidence showing that he had actually put in that much of time in the Bank's service which could entitle him to the full wages for the period prior to 26-12-76 when he was absorbed in the regular cadre strength. Sworn of entering the witness box to face the acid test of cross-examination, he did not even submit a bare affidavit to establish his credibility. On the other hand, the Management produced extracts from the attendance register for the period from Jan., 1973 onwards in addition to the initial order of appointment dated 11-10-1971 indicating “inter-alia” that his appointment was purely on temporary basis as a part time messenger, validated from the time to time.

9. Of course these extracts have the tendency to indicate that even prior to 15-3-74 the Management had been taking more than Nineteen-hours weekly from the petitioner to incur the liability of 3/4th of the time scale wages, but in this context no relief can be granted to him by me because of the limited scope of the Reference; all the same the petitioner may, if so advised, take up that matter with the Management for any legal remedy.

10. Be that as it may, in the light of my aforesaid discussion on the limited available data and the submissions made before me I sustain the Management's view point in its pith and substance and return my Award, accordingly, in their favour with the rider that for the period from 15-3-74 to 14-3-75, the petitioner would be paid by them 3/4th of the time scale wages as per his prayer clause contained in para No. 26 of the claim-Statement.

Chandigarh.  
19-5-84.

I. P. VASISHTH, Presiding Officer

[No. L-12012/33/76-D.II(A)]

N. K. VERMA, Desk Officer.

नई दिल्ली, 23 मई, 1984

का० घा० 1009.—मैसर्स कोयम्बतूर सिटी को-ऑपरेटिव बैंक लिमिटेड, हेड ऑफिस 7239, डा० नारायण रोड, कोयम्बतूर-18 (तमिल-नाडु 8250), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिनियम निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 क उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत सेवाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, सेवाओं का अन्तरण, निरीक्षण प्रचारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरंत दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवस करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुसूचे हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में

असफल रहता है और पालिसी की व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यत्यय की दशा में, उन मृत सदस्यों के नाम निर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नाम निर्देशित/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृत्ति में सभी पहलुओं में पूरे किए गए दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/52/84-एफ पी जी ]

New Delhi, the 23rd May, 1984

S.O. 2009.—Whereas Messrs. The Coimbatore City Co-operative Bank Limited, Head Office 7/39, Dr. Narajappa Road, Coimbatore-18 (TN/8250), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Tamil Nadu and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. A1—1 expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(52)/84-FPG]

का० आ० 2010.—मैसर्स इंडियन आयल कारपोरेशन लिमिटेड (आर० एफ् पी० डिजिटल) इंडियन आयल भवन, जनपथ, नई दिल्ली-110001 (ई/दिल्ली/1338), (जिसे इसमें इसके पश्चात् उक्त स्थापन स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पुष्क अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त नई दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम

की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रभावों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप के उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत प्राथमिक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, नई दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उन सामूहिक बीमा स्कीम के, जिन स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी की व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में सभी पहलुओं में दूरे किए गए दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

New Delhi, the 23rd May, 1984

S.O. 2010.—Whereas M/s. Indian Oil Corporation Limited, (R & P Division) Indian Oil Bhavan, Janpath, New Delhi-110001 (E/DL/1338), (hereinafter referred to as the said establishment) have applied for exemption under sub-section 2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, New Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner New Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the

employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(49)/84-FPG]

नई दिल्ली, 6 जून 1984

कांशा० 2011.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स किस फार्मर्स डेवलपमेंट एजेंसी, नादिया 1, कॉलेज स्ट्रीट, पी०ओ०पी० एस० कृष्णागढ़, जि० नादिया, वेस्ट बंगाल।

नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी अविव्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम 1 की धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35017(27)/84-पी०एफ०-2]

New Delhi, the 6th June, 1984

S.O. 2011.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as messrs Fish Farmers Development Agency, Nadia, 1, College Street, P.O. & P. S. Krishnagarh, Distt. Nadia, West Bengal, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(27)/84-PF.II]

कांशा० 2012.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सी०के० स्टील प्राईवेट लि०, 65/1, जी०टी० रोड, निजुग्राह, हावड़ा।

नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी अविव्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35017(30)/84-पी०एफ०-2]

S.O. 2012.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as messrs C. K. Steel



Private Ltd., 65/1, G.T. Road, Lilaah, Howrah have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(28)/84-PF.II]

कां० प्रा० 2013.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बलसुबुड पेपर रोल मैनुफैक्चरिंग को०, 3, अम्बिका मुखर्जी रोड, बेल घोरिया, कलकत्ता-56 और हेड ऑफिस और सेल्स ऑफिस, अकबर मेनसन थि० टी० सी० रोड, (बोबाजार) कलकत्ता-73 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35017(29)/84-पी०एफ०-2]

S.O. 2013.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation of the establishment known as Messrs Blue Bird Paper Roll Mfg. Co., 3, Ambika Mukherjee Road, Belghoria, Calcutta-56 including Head Office and Sales Office at Akbar Menson P.T.C.I.T. Road (Bowbazar) Calcutta-73, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(29)/84-P.F.II]

कां० प्रा० 2014.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इन्टरनेशनल ऑटोमोबाइल कोऑपरेटिव वर्क्स सोप लि० 2, रोलैंड रोड, कलकत्ता-20 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35017(30)/84-पी०एफ०-21]

S.O. 2014.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation of the establishment known as Messrs International Automobile Co-operative Workshop Ltd., 2, Rowland Road, Calcutta-20, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(30)/84-P.F.II]

कां० प्रा० 2015.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मेनम फार्म फूड्स कम्पनी, बेला पार्क उदयराजपुर, जैसोर रोड 24-परगना

तथा इसके 10-मुकंड लेन कलकत्ता-69 में स्थित कार्यालय नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35017(31)/84-पी०एफ०-2]

S.O. 2015.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Senson Fine Food Company, Bela Park, Udayapur, Jessore Road 24-Parganas including its office at 1-Crooked Lane, Calcutta-69 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applied the provisions of the said Act to the said establishment.

[No. S-35017(31)/84-P.F.II]

कां० प्रा० 2016.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स धालनिया कोल्ड स्टोरेज, कोटलपुर कामरुल, धानियाखाली, हुगली (पश्चिम बंगाल) तथा इसका प्रधान कार्यालय जिनके मालिक मैसर्स, स्वदेश एग्रो फार्मिंग स्टोरेज कम्पनी (प्राइवेट) लि० बहाली पट्टी, चन्दन नगर हुगली नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए, अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35017(46) 83-पी० एफ०-2]

S.O. 2016.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Dabalan Cold Storage, Kotulpur Kamrul, Dhaniakhali, Hooghly and its Head Office which is owned by M/s. Swadesh Agro Farming Storage Co. Pvt. Ltd. at Bichalipatti, Chandan Nagar, Hooghly, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(46)/83-PF.II]

कां० प्रा० 2017.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स तोशनी-वाल प्रोसेस इन्ड्रु मेन्ट्स प्राइवेट लिमिटेड, कटवेरी रोड, अजमेर-305001 राजस्थान तथा 198-अमरीटजी टाटा रोड, बम्बई स्थित इसके पंजीकृत कार्यालय सहित नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(113)/84-पी०एफ०-2]



**S.O. 2017.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Toshniwal Process Instruments Private Limited, Katchery Road, Ajmer-305001 Rajasthan including its Registered Office at 198-Jamshedji Tata Road, Bombay have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(113)/84-P.F.II]

का० भा० 2018.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पी० सी० चैवली वार्पिंग वर्क्स, 4/1242, बेगमपुरा काल्सवादी, सुरत नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापना को लागू करती है।

[सं० एस-35019(114)/84-पी०एफ०-2]

**S.O. 2018.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs P.C. Chevli Warping Works, 4/1242, Begampura, Falswadi, Surat (Gujarat), have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(114)/84-PF.II]

का० भा० 2019.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स टी० पी० डी० बाराथारामी को-ओपरेटिव मिल्क सप्लाय सोसाइटी बाराथारामी बारकोट वाया तथा डाकघर, नार्थ बारकोट जिना, तमिलनाडु नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए, अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(115)/84-पी०एफ०-2]

**S.O. 2019.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as messrs T.P.D. Baratharami Co-operative Milk Supply Society, Baratharami Arcot (via) and Post, North Arcot, District, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-3519(115)/84-P.F.II]

का० भा० 2020.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्वाम पावर प्लांट (प्राइवेट) लिमिटेड ए-3/2, मेहलू प्राण्डण, एम०आई०डी० 320 GI/84—6

फरीदाबाद, हरियाणा नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य-निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापना को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(117)/84-पी०एफ०-2]

**S.O. 2020.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Syam Power Plants (P) Ltd., A-3/2, Nehru Group, N.I.T. Faridabad, Haryana have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. 35019(117)/84-PF.II]

का० भा० 2021.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आर्म एंटर प्राइजिज, जे-49, टी० पी० टी० कॉलोनी, सीथाम्माधारा, विशाखा-पटनम-530013, आन्ध्र प्रदेश नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए,

अतः केन्द्रीय सरकार, अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(118)/84-पी०एफ०-2]

**S.O. 2021.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known M/s Arm Enterprises, J-49, T.P.T., Colony, Seethammadhara, Visakhapatnam-530 013, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(118)/84-PF.II]

का० भा० 2022.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सुवासिनी एंटरप्राइजिज, कारंगलपाडी, मंगलोर-575 003 (दक्षिण कन्नड़), कर्नाटक नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए, अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन लागू करती है।

[सं० एस-35019(119)/84-पी०एफ०-2]

**S.O.2022.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Suvasini

Enterprises, Karangalpadu, Mangalore-575 003 (Dakshina Kannada) Karnataka have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(119)/84-PF.II]

का० प्रा० 2023.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स व्यवसाय सेवा सहकारी संघ निर्यातिका डाकघर चिक्काजोगली हल्ली, तालुक: कुडलीगी, जिला: बेल्तारी, कर्नाटक नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(120)/84-पी० एफ०-2]

S.O. 2023.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Vyavasaya Seva Sahakara Sangha Niyamith, Chikkajoghalli (Post), Kudligi Taluk, Bellary District, Karnataka, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(120)/84-PF.II]

नई दिल्ली, 7 जून, 1984

का० प्रा० 2024.—केन्द्रीय सरकार कर्मचारी भविष्य निधि स्कीम, 1952 के पैरा 5 के साथ चर्चित पैरा 4 के उप पैरा (1) के अनुसरण में, श्री एच० एम० वहेली और श्री ललितेश्वर झा को क्रमशः श्री एम० पी० धवकिया और श्री शंभु शरण सिंह के स्थान पर बिहार राज्य के लिए क्षेत्रीय समिति के सदस्य के रूप में नियुक्त करती है और भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 1 जनवरी, 1983 में प्रकाशित भारत सरकार के श्रम और पुनर्वासि मंत्रालय (श्रम विभाग) की अधिसूचना सं० का० प्रा० 48, तारीख 8 दिसम्बर, 1982 का निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, क्रम सं 4 और 8 के सामने की प्रविष्टियों के स्थान पर क्रमशः निम्नलिखित प्रविष्टियाँ रखी जाएंगी, अर्थात् :—

“श्री एच० एम० वहेली  
उपाध्यक्ष  
बिहार शुगर मिल एसोसिएशन,  
मार्फत मोतिहारी गुगर फैक्टरी  
डाकघर मोतिहारी (पूर्व चम्पारन)” और  
“श्री ललितेश्वर झा,  
संगठन सचिव,  
बिहार आई एम टी यू सी  
6, विद्यापति मार्ग, पटना।”

[सं० बी०-20012/8/78-पी० एफ० II]

New Delhi, the 7th June, 1984

S.O. 2024.—In pursuance of sub-paragraph (1) of paragraph 4 read with paragraph 5 of the Employees' Provident Fund Scheme, 1952, the Central Government hereby appoints Shri H. L. Baheti and Shri Laliteshwar Jha as members of the Regional Committee for the state of Bihar in places of Shri O. P. Adukia and Shri Shambhu Saran Singh respectively and makes the following amendments in the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour) No. S.O. 48, dated the 8th December, 1982 published in Part II, Section 3, sub-section (ii) of the Gazette of India dated the 1st January, 1983, namely :—

In the said notification for the entries against serial Nos. 4 and 8, the following entries shall respectively be substituted namely :—

“Shri H.L. Baheti,  
Vice-President,  
Bihar Sugar Mills Association,  
C/o Motihari Sugar Factory,  
P.O. Motihari (East Champaran)”; and

“Shri Laliteshwar Jha,  
Organising Secretary,  
Bihar INTUC,  
6, Vidyapathi Marg,  
Patna.”

[No. V-20012/8/78-PF.II]

नई दिल्ली, 11 जून, 1984

का० प्रा० 2025.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सेरीकल्चरिस्ट्स-कम-फार्मर्स सर्विस को-ओपरेटिव सोसाइटी लिमिटेड, टी० नरसीपुर, जिला—मयूर, कर्नाटक नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(109)/84-पी० एफ०-2]

New Delhi, the 11th June, 1984

S.O. 2025.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sericulturists-cum-Farmers Service Co-operative Society Limited, T. Narsipur, Mysore District, Karnataka have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(109)/84-PF.II]

का० प्रा० 3016.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ऐरो इंटरप्राइजेज, बी-42, कबीरपुर इन्डस्ट्रीयल एरिया (युप) दिल्ली-52, और कार्यालय 5408 सवर बाना रोड, दिल्ली-6 नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019(111)/84/पी० एफ०-2]

S.O. 2026.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Aero Enterprises, B-42, Wazirpur Industrial Area (Group), Delhi-52 including its offices at 5408, Sader Thana Road, Delhi-6 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(111)/84-PF.II]

का० भा० 2027.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एम पी टी इंजिनियरिंग, सी-40, डिफेंस कॉलोनी, नई दिल्ली-24 और शाखा 39-जी टी रोड, जलंधर (पंजाब) नामक स्थापन के सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी कबिष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019(112), 84 पी० एफ० -2]

ए० के० सद्दाराई, भवर सचिव

S.O. 2027.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation of the establishment known as Messrs M.P.T. Engineering, D-40, Defence Colony, New Delhi-24 including its Branch at 39, G.T. Road, Jullundur City (Punjab) have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(112)/84-PF.II]

A. K. BHATTARAI, Under Secy.

New Delhi, the 4th June, 1984

S.O. 2028.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1 Dhanbad in the Industrial Dispute between the employers in relation to the management of Kachhi Balihari Colliery of M/s. Bharat Coking Coal Ltd., and their workmen, which was received by the Central Government on the 29th May, 1984.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1 AT DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 38 of 1983.

PARTIES :

Employers in relation to the management of Kachhi Balihari Colliery of Messrs Bharat Coking Coal Limited.

AND

Their Workmen.

PRESENT :

Mr. Justice Manoranjan Prasad (Retd.)—Presiding Officer.

APPEARANCES :

For the Employers.—Shri R. S. Murty, Advocate.

For the Workmen.—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 23rd May, 1984

AWARD

By Order No. L-20012(460)/82-D.III(A) dated, the 6th May, 1983, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :

"Whether the demand of Bihar Colliery Kamgar Union that the 26 workmen listed in the Annexure below should be departmentalised under the management of Kachhi Balihari Colliery of Messrs Bharat Coking Coal Limited and should be paid wages as per the National Coal Wage Agreement-II with retrospective effect is justified? If so, to what relief are the said workmen entitled?"

ANNEXURE

NAME

Sarvashri:

1. Prabhunath Singh
2. Asharioran
3. Ramnath Modak
4. Monohar Das
5. Nand Kishore Ram
6. Shyam Nath Rajbhar
7. Mahadeo Gope
8. Arjun Prasad
9. Baijnath Singh
10. Yogeshwar Mahato
11. Degan Mahato
12. Kedar Ram
13. Bacha Singh
14. Nirpat Ram
15. Dasrath Ram
16. Ramswoop Bhuiya
17. Sakaldeo Ram
18. Jugal Pandit
19. Naresh Sharma
20. Siaram Singh
21. Akal Singh
22. Ramchandrar Ram
23. Ramadhin Ram
24. Surendar Gope
25. Vimal Ram
26. Jitendar Jadav.

2. The case of the concerned workmen, Prabhunath Singh and 25 others, is that they were originally appointed by the labour supplier, Jagdish Misra, to work as underground stone cutters in Kachhi Balihari colliery and since long they had been working as underground stone cutters with unblemished records of service. Their names with parentage and different years of appointments are detailed in Annexure "W" to their written statement. Previously the management used to disburse their wages through the intermediary Jagdish Misra. They, however, protested against the payment of wages to them below the rates prescribed by National Coal Wage Agreements I and II and also against disbursement of their wages through the intermediary and they also protested against calling them as contractor's workers because the employment of contract labour in the work of stone cutting had been prohibited in all coal mines by notification S.O. 488 dated 1-2-1975 issued by the Central Govern-

ment in exercise of the powers conferred by sub-section (1) of section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. Appreciating this legal position, the intermediary, Jagdish Misra, fled away without paying them their legal dues and on and from 4-5-82 the management started disbursing their wages in the name of one of the concerned workman, Prabhunath Singh, posing him as contractor. They, however, repeatedly demanded their departmentalisation and payment of wages to them as per National Coal Wage Agreement II, but this only annoyed the management which started harassing them even by stopping payment of their wages. Thereupon the sponsoring union raised an Industrial Dispute before the Asstt. Labour Commissioner (C), Dhanbad for their departmentalisation and payment of wages to them as per National Coal Wage Agreement II, but the conciliation proceedings ended in failure due to the adamant attitude of the management leading to the present reference. It may not be out of place to mention that M/s. Coal India Ltd. have moved the Government of India for exemption of stone-cutting job from prohibited category of jobs in the matter of employment of contract labour, and, in pursuance of the request of the Coal India Ltd., a committee headed by the Dy.C.L.C. (C) from Delhi held a meeting in Koyla Bhawan, Dhanbad, which was attended by all unions including the sponsoring union in which the management alternatively submitted before the Dy. C.L.C. (C) that the management is ready to departmentalise all workmen provide they agreed to work in all the collieries of M/s. Bharat Coking Coal Ltd. which was agreed upon all the unions. It is also pertinent to mention that M/s. Bharat Coking Coal Ltd. also agreed to pay all underground alleged contractor's workmen atleast Cat. I wages as per National Coal Wage Agreement II but curiously enough the management has been paying them even below the rates of Cat. I of National Coal Wage Agreement II. Their demand is that they should be departmentalised as stone cutters in Category-IV and paid wages as per National Coal Wage Agreement II with retrospective effect.

3. The case of the management, on the other hand, is that in the coal mines a number of miscellaneous jobs arise from time to time which are of an intermittent nature and which are not amenable for departmental execution. It is more convenient to the employers to get them executed through contractors because of the very nature of such jobs and casual, temporary and intermittent character thereof, and such jobs do not also require workers on whole time or permanent basis. In Kachhi Balihari colliery the management had entrusted some jobs to a contractor named Jagdish Misra. Under the contracts given to him from time to time he had executed the miscellaneous jobs as referred to therein, and he had to engage his own workers and it was his responsibility to pay them after determining their wages etc. He used to submit his bills to the management for the work done by him and obtain payments against those bills. The management was not at all concerned with the rates of wages paid to the contractor's workers. After executing the contracts for sometime, Jagdish Misra discontinued the contract jobs and thereafter Prabhunath Singh, one of the concerned workmen, took the responsibility of executing the contracts as contractor. The arrangements between Prabhunath and the management were the same as existed between Jagdish Misra and the management and the management was not at all concerned either with the payment of wages to the workers of Prabhunath Singh or the rates thereof. Both Jagdish Misra and Prabhunath Singh, contractor had absolute freedom and liberty to engage their own men from time to time or discontinue their employment. The sponsoring union, however, claimed on 15-9-82 before the Asstt. Labour Commissioner (C), Dhanbad in the conciliation proceeding that Prabhunath Singh and 25 other concerned workmen were the workmen of the management and that payment of wages to them was stopped with effect from 12-5-82 and demanded that they should be regularised as stone cutters and paid wages as per National Coal Wage Agreement II. The management refuted the various contentions of the sponsoring union and asserted that the concerned workmen were not the management's workmen or employees and that the demand of the union was misconceived and untenable. According to the management, the concerned workmen were never employed by it nor they are its workmen and their demand that they should be departmentalised and should be paid wages as

per National Coal Wage Agreement II with retrospective effect is without any substance or merit and they are not entitled to any relief.

4. Two witnesses have been examined on behalf of the concerned workmen and one witness has been examined on behalf of the management. Some documents have also been filed and exhibited on either side.

5. Before examining the oral and documentary evidence adduced in this case on either side, it would be useful here to mention the job description of stone cutters, belonging to category IV, as given in Central Coal Wage Board recommendations Vol. II, page 47, Appendix V, serial No. 12 because the concerned workmen precisely claim in their written statement as also in evidence their departmentalisation as stone cutters, though the reference made by the Central Government is itself silent on the point as to in which job they claim to be departmentalised. The job description of stone cutters given in the Central Coal Wage Board Recommendations Vol. II, page 47, Appendix V, item no. 12 is as follows:

"12 Stone Cutter—A workman generally employed in cutting drains in the floor strata, making water sumps, driving stone drifts, making short holes in stone in preparation for blasting etc."

6. Ram Nath Modak (WW-1) is one of the concerned workmen. He has deposed that he is working as stone cutter in Kachhi Balihari colliery since 1974 continuously till today and he also knows the other concerned workmen of this case who too are also similarly working regularly as stone cutters in that colliery since the different dates of their appointments. He has further deposed that he and the other concerned workmen were for the first time engaged to work as stone cutters in Kachhi Balihari colliery by the contractor Jagdish Misra and they received their wages through Jagdish Misra, Contractor, till 4-5-82 but even during the period they worked under the contractor Jagdish Misra the working implements for stone cutting were supplied to them by the management of the colliery and the mining sirdar and the overman of the colliery used to supervise their work. He has next deposed that after 4-5-82 Jagdish Misra left the colliery and went away and thereafter he and the other concerned workmen have been getting their wages from the colliery management directly on the basis of wage sheets whereas so long they were working under the contractor Jagdish Misra he used to make payment to them after taking their signatures or thumb impressions on a register maintained by him. According to him, after 4-5-82 also the working implements of stone cutting, such as, shaval, hathora, drill bit, drill rod, jhora, belcha etc. are being supplied to them by the management and they all work in three different shifts of 8 hours each like any other regular workman of the colliery and maintain the time schedules of different shifts in which they work and it is not that they come to the colliery for work and go away as and when they like. It is also his evidence that when they arrive at the colliery for work they first go to the store for taking out the working implements and thereafter they go to the cap lamp cabin from where they take the cap lamps and thereafter they go inside the mines for doing the work of stone cutting after getting their attendance marked in Form 'C' register at the surface, and after going inside the mine the mining sirdar of the colliery shows them the working faces where they dig holes for blasting and thereafter blasting is done by the mining sirdar after they are asked to remain sufficiently away from the place of blasting and after blasting is over the mining sirdar checks the working faces and then asks them to go there for stone cutting and it is the management who decides as to how many stone cutters should work in which shift. He has further deposed that Prabhunath Singh, who is one of the concerned workman, also works as stone cutter for 8 hours every day and he remains present in only shift in which he works as stone cutter and he does not remain present in all the shifts and he also gets the same wages which the other concerned workmen get and it is incorrect to say that Prabhunath Singh is a contractor and he supervises their work. It is also his evidence that the stone cutting work in the colliery is regular and permanent work and it is not a work of casual or intermittent nature and that besides the 26 concerned workmen there is no other stone cutter in Kachhi Balihari colliery as regular

employee of M/s. Bharat Coking Coal Ltd. and that their attendance every year since they have been working as stone cutters is more than 190 days. According to him, the demand of the concerned workman is that they should be departmentalised and should be paid wages as per National Coal Wage Agreement II with retrospective effect from the date they have been working as stone cutters. In his cross-examination he has denied that after the contractor Jagdish Misra left the colliery in 1982 his place as contractor has been taken by Prabhunath Singh, one of the concerned workmen or that the management pays a consolidated amount to Prabhunath Singh as per contract and he in his turn pays the wages to other concerned workmen. On the other hand, according to him, the bills for their wages are prepared by the surveyor who also takes measurement of the work done by them and thereafter payment of wages is made to them by the clerk of M/s. Bharat Coking Coal Ltd. He has further stated that he and the other concerned workmen work only as stone cutters and nothing else and he has denied the management's suggestion in his cross-examination that they do the work of line packing, carrying empty tubs from depot to pit top, unloading wooden props from the wagon to the depot, floor cleaning the gallery and building the pack wall. He has further stated in his cross-examination that he has got no record to show that he and the other concerned workmen worked for more than 190 days in each calendar year but that would appear from Form 'C' registers maintained by the management.

7. Prabhunath Singh (WW-2) is another concerned workman who has deposed that he has been working in Kachhi Bahihari Colliery as stone cutter since 1971 and that the other concerned workman are also working as stone cutters in that colliery since the different years mentioned in their written statement. He has further deposed that he was appointed during the time of the erstwhile owner of the colliery by Jagdish Misra contractor, as stone cutter and he used to get his wages through the said Jagdish Misra and even after the nationalisation of the colliery in the year 1972 the said Jagdish Misra continued to work as contractor under M/s. Bharat Coking Coal Ltd. and he also continued to work as stone cutter under the said Jagdish Misra till 12-5-82 when the contract of Jagdish Misra was terminated by M/s. Bharat Coking Coal Ltd. and thereafter he and the other concerned workmen, who were earlier working under the contractor Jagdish Misra, continued to work as stone cutters under the management of M/s. Bharat Coking Coal Ltd. and they are still working under the management as stone cutters. It is further his evidence that between 1971 and 12-5-82 also when they worked under the contractor Jagdish Misra the working implements were supplied to them by the management and their work also used to be supervised by the mining sirdar and overman and after the contract of Jagdish Misra was terminated with effect from 12-5-82 he or any other concerned workman never submitted any tender for being given contract of stone cutting work and no rate of stone cutting work was fixed between them and the management and after 12-5-82 also the management has been supplying the working implements to them, such as, Shaval, Berma, Bit Hammer, Konia, Drill Rod Explosives etc. and also supervising their work and it is the management which decides as to which of the concerned workman will work in which shift and he himself also personally works stone cutter during shift hours and gets wages equal to the wages given to the other concerned workmen as stone cutters and he does not get anything extra nor does he supervise the stone cutting work done by the other concerned workmen. It is also his evidence that the office clerk of the management makes payment to them and it is not a fact that a consolidated payment is made to him and he makes sub-payment to other concerned workmen. He has, however, added that besides the work of stone cutters like making drill holes in stone for blasting by mining sirdar, dressing and removing stones, cutting stone drift, cutting drains through stones for drainage of accumulated water inside the mine cutting water sumps for storage of drain water and cutting duggis in stone for installation of haulage, they also at times do the work of coal cutting and coal dressing and sometime they are also employed for doing some miscellaneous jobs though rarely. He has also stated that as stone cutters his attendance as well as the attendance of the other concerned workmen every year was more than 190 days. According to him, the demand of the concerned workman is that they should

be permanently absorbed as stone cutters in the permanent employment of M/s. Bharat Coking Coal Ltd. and they should be paid their wages according to Central Coal Wage Board recommendation and National Coal Wage Agreements I and II together with arrears from the date of vesting of the colliery in M/s. Bharat Coking Coal Ltd. He has denied in his cross-examination the management's suggestion that Jagdish Misra was given the contract work of only line packing, carrying empty tubs from depot to pit top, unloading wooden props from wagon to depot, floor packing, building pack work, cleaning debris of galleries and such other miscellaneous work and not of stone cutting work or that after Jagdish Misra left the contract work in May 1982 he took upon himself the responsibility of doing the same work or that after Jagdish Misra left the contract work only those miscellaneous jobs were given to him which were being done by Jagdish Misra.

8. Sri M. C. Kathotia (MW-1) is a qualified mining engineer who is working in Bahihari colliery since 1971 and in 1971 he was 2nd Class Asstt. Manager and at present he is working as Manager of Bahihari Colliery since last one year. He has deposed that Jagdish Misra was a contractor in Bahihari colliery who worked as a contractor for 5 to 6 years till 1982 and he was a general contractor and he was doing miscellaneous jobs on contract but occasionally he was also doing the contract work of stone cutting which is not a regular work in his colliery and which is very rarely done and after Jagdish Misra left the contract work in May 1982, Prabhunath Singh, one of the concerned workmen, started doing that contract work independently and Asharioran another concerned workmen, used to look after the contract work of Prabhunath Singh whenever Prabhunath Singh used to remain absent. He has further deposed that whenever there is any work for the contractor Prabhunath Singh he is given a work order and thereafter he brings his workers and meets the Asstt. Manager who authorises his workers on a slip of paper containing the names of those workers who are then permitted to go inside the mine to do the job allotted to the contractor Prabhunath Singh and there is no timing fixed for the contractor's workers nor do they observe the different timings of the different shifts and they come and go away according to their convenience. He has denied that the mining sirdar or overman or the Asstt. Manager or the Manager supervises the work of the contractor's workers and has added that the mining sirdar or the overman only looks after the safety regulations. It is next his evidence that the management pays the bill amounts to Prabhunath Singh and Prabhunath Singh in his turn pays the wages to his workers and since Prabhunath Singh is a petty contractor he himself also used to work along with his other workers. It is next his evidence that the management supplies working implements to the workers of all contractors and whenever explosives are required by the contractor to execute the contract work the same is supplied to the contractor by the management as contractors are not expected or required to supply explosives. According to him, though shaval is not used for stone cutting, hammer and chisel are used for stone cutting and drill bits and drill rods are used for drilling holes in which explosives are put before blasting coal or stone but jhore and beicha are not required for stone cutting. He has further stated that hardly one or two regular stone cutters are required in his colliery but that work has also been done through contractor Prabhunath Singh and other contractors and their workers as this work of stone cutting is of intermittent nature and not of regular nature and in Bahihari colliery there is also one departmental stone cutter. It is further his statement that the concerned workmen are not regularly doing the stone cutting work nor their attendance in stone cutting work is more than 190 days in a year and that they are doing the work under the contractor of different nature whenever work is provided to the contractor and their attendance would not be 190 days in a year even over these miscellaneous jobs. He has also denied that the clerk of the management makes payment of wages to the contractor's workers. He has stated in his cross-examination, that after Jagdish Misra left the contract work and Prabhunath Singh started working as contractor in his place, he had not entered into any contract or agreement with Prabhunath Singh and to his knowledge Prabhunath Singh had not also submitted any tender for being given the contract work. He has further stated that the workers of Prabhunath Singh go inside the mine in all the three shifts whenever they are required to work there but generally they work in the 1st shift and Prabhunath Singh also generally

works in the 1st shift but if so required he also goes in other two shifts. It is also his evidence that in Balihari colliery the work of drifting in stone, cutting drain in the floor strata, making water sumps and making shot holes in stone for preparation of blasting, dressing roof and floor stone and making duggies in stones is also sometime done but that is rare which is done after long intervals. According to him the work orders and the bills proved in this case show that Prabhunath Singh and his workers had also done the work of drifting in stone, making water sumps, making duggies in coal and stone, driving gallery in jhama, cutting dyke and driving in stone amongst other work.

9. Ext. W-49 is a notification No. S.O. 488 dated 1-2-1975 issued by the Central Government in exercise of the powers conferred by sub-section (1) of section 10 of the Contract Labour (Regulation and Abolition) Act, 1970, prohibiting employment of Contract Labour in the works, amongst others "Driving of stone drifts and miscellaneous stone cutting underground."

10. Exts. M-32 to M-37 are work orders given by the management to Jagdish Misra, Exts. M-23 to M-31 are the bills submitted by Jagdish Misra to the management during the years 1981 and 1982 and Exts. M-1 to M-6, Exts. M-12 to M-22 and M-38 to M-47 are work orders given by the management to Prabhunath Singh and Exts. M-7 to M-11 are bills submitted by Sri Prabhunath Singh to the management in the year 1982. Similarly Exts. W-25, W-26, W-29, W-32, W-34 and W-35 are work orders given by the management to Prabhunath Singh and Exts. W-22 to W-24, W-27, W-28, W-30 W-31 and W-33 are bills submitted by Prabhunath Singh to the management during the years 1982 and 1983. These work orders and bills would show two things. Firstly, they show that Jagdish Misra as well as Prabhunath Singh were given miscellaneous types of jobs some of which required cutting of stones and some other which did not require cutting of stones. Secondly, they show that whenever Prabhunath Singh had to sign either on the work orders given to him by the management or on the bills submitted by him to the management he had signed not as a contractor but as 'dangal' within brackets which literally means "gang" and which according to the evidence of Sri M. C. Kathotia (MW-1) in his cross-examination means "Prabhunath Singh and his workers."

11. Exts. W-2 to W-18 are requisition slips given by Prabhunath Singh requisitioning from the Balihari colliery working implements like jhora, gaita, shaval, belcha, drill rod, drill bit, belt, shoes, water bottle etc. which were supplied to him by the management. Ext. W-19 is an explosive issue voucher regarding issue of explosives by the management to the shot firer on accounts of Prabhunath Singh.

12. Ext. W-21 is wagesheet for the period 12-5-82 to 13-8-82 containing the names of the 26 concerned workmen including Prabhunath Singh showing payments of wages to them for the work done by them during the said period which show that Prabhunath Singh was also getting wages like any other concerned workmen and the wage earned by Prabhunath Singh during that period was less than the wages earned by some other concerned workmen like Ramnath Modak and Degan Mahto, the wages of Prabhunath Singh being Rs. 459 whereas the wages of Ram Nath Modak and Degan Mahato for the same period being Rs. 500.90 and Rs. 500.34 respectively which cuts the management's theory that Prabhunath Singh was working as a contractor and the other concerned workmen were working as contractor's workmen and corroborates the workmen's contention that Prabhunath Singh is not a contractor and that he has been working as a workman like any other concerned workman.

13. Exts. W-42 and W-43 are slips showing that the concerned workmen Ram Nath Modak and Prabhunath Singh were treated at the Balihari colliery hospital.

14. Ext. W-1 is a letter dated 25-11-81 written by the Personnel Manager of Bhagaband Area within which Balihari colliery lies to the President of the sponsoring Union with reference to his remark on the application led by Prabhunath Singh and 25 other concerned workmen working at Balihari colliery under the contractor Jagdish Mishra. It had been mentioned in the said letter that the matter had since been examined and the contractor was ready to make payment of wages to his workers at the colliery counter but the concerned workmen were demanding that they should be treated as direct employees of the colliery and that they should be

paid on the colliery wagesheet along with other direct employees of the company and that the management had taken step of implement the decision taken at the Central Consultative meeting held on 2-6-81 wherein it was agreed that not less than basic provided for Cat. I will be paid to contractor's workers and accordingly the rate etc. had been revised and made effective from 2-6-81 and the Agent had been advised to implement the decision taken.

15. Ext. W-47 is a letter dated 18-11-81 written by the Labour Enforcement Officer (C), Jharia at Hirapur, Dhanbad to the General Manager of Area No. 7 within which Balihari colliery lies requesting him to furnish his comments on the representation of Prabhunath Singh and 25 others regarding non-payment of minimum wages at the rate of Rs. 15.75 per day to the stone cutters of Balihari Colliery and Ext. W-48 is the letter of reply dated 28-1-82 sent by the Personnel Manager, Bhagaband Area within which Balihari colliery lies to the Labour Enforcement Officer (C) intimating that Prabhunath Singh and 25 others were working under the contractor Jagdish Misra and that the contractor was ready to make payments to the workers but they refused to accept it through contractor and they were demanding payment on the wagesheets of the company along with the direct employees of the company and the management was taking step as per decision of the Central Consultative meeting held on 2-6-81 wherein it was agreed that not less than basic provided for Cat. I will be paid to the contractor's workers.

16. Ext. W-38 is a letter dated 28-6-82 written by the Dy. Chief Mining Engineer of Balihari colliery to Prabhunath Singh and others, contractor, complaining about slow progress in drift cutting and directing them to work in all the three shifts to make more progress in the work. Ext. W-39 is another similar letter dated 20-7-82 written by Dy. Chief Mining Engineer to Prabhunath Singh, contractor, to make more progress in the work of drift cutting. Ext. W-44 is a slip dated 3-8-82 enquiring as to why there was no blasting in drift of Prabhunath and others.

17. Ext. W-46 is a letter dated 6-9-82 by the sponsoring union to the Agent/Supdt., Balihari colliery, expressing astonishment over the stoppage of work of Prabhunath Singh and others on the ground that the rate must be fixed earlier, and, requesting him to pay the specified rate of M/s. Bharat Coking Coal Ltd. to them as the matter had been discussed with higher authority also. Ext. W-36 is the reply dated 10-9-82 of the Supdt. to the sponsoring union informing that the work of Prabhunath Singh, contractor, had not been stopped and that they would be paid as per measurement of work done by them according to M/s. Bharat Coking Coal Ltd. specified rate and that the contractor may be advised to sign bills already made in his favour after checking the measurement and rate of job awarded to him.

18. Ext. W-45 is a representation dated 24-9-82 made by Prabhunath Singh and other 25 concerned workmen to the Agent, Balihari colliery, stating that they had continuously worked as stone cutters since 12-5-82 but they had not been paid their wages though their payment bills were ready and that from 24-8-81 to 14-11-81 they had been paid wages of Cat. I at the rate of Rs. 15 per day and that they should be paid wages for future period also from 12-5-82 onwards at that very rate. Ext. W-41 is a representation dated 27-12-82 of Prabhunath Singh and other 25 concerned workmen addressed to the Agent, Balihari colliery, expressing surprise that Prabhunath Singh was being treated as a contractor and he was sought to be paid by means of cheques though the real fact was that he was only a workman who along with the other 25 concerned workmen was working as stone cutter and that when the previous contractor had left the work on the question of payment of legal dues on account of wages the concerned workmen had selected Prabhunath Singh as their gang leader and thereafter they continued working as stone cutters by forming something like labour co-operative and though bills were prepared and payments made in the name of Prabhunath Singh as gang leader he was only entitled to get wages as any other concerned workman. In the said representation an objection was taken to the payment of their wages by means of cheques as they had no accounts in the Bank and a complaint was made that the management forcibly wanted to designate Prabhunath Singh as contractor. It was further stated in the representation that formerly Prabhunath Singh was being paid in case as Kamear-mate which he used to distribute equally between him and the



the other concerned workmen in the colliery office in presence of officer of the colliery and that the same system should continue and now difficulties should not be created for him by issuing cheques in his favour.

19. Ext. W-37 is a letter dated 21-12-82 from the Personnel Manager, Bhagaband Area, within which Balihari colliery lies, to Sri A. K. Ray, Member of Parliament, Dhanbad, in reply to the latter's letter No. 'nil' dated 15-10-82 enclosing therewith a representation of Prabhunath Singh and others of Balihari colliery. It was stated in the said reply of the Personnel Manager that Prabhunath Singh and others were working under the contractor, Jagdish Misra, and, when Jagdish Misra submitted his resignation, his workmen made a representation that they were starving and that the management should consider their cases on humanitarian ground and another contractor should be made from amongst the workmen as they were ready to accept the same terms and conditions as were applicable to Jagdish Misra, contractor, and they, therefore, filed tenders and became contractors and Prabhunath Singh is one of the contractors and that their rate etc. has been revised in such a way that if they work they can earn more than Rs. 15/- per head but they were demanding that Rs. 15/- should be paid to them irrespective of their work which was not possible and these persons were working against the work order on scheduled rate and their bills etc. are being prepared accordingly and that Prabhunath Singh had been paid Rs. 6500 as an advance and also Rs. 1582.52 making a total of Rs. 8082.52 and that steps are being taken to make payment of his bills against capital work also. The statement made by the Personnel Manager in his aforesaid reply dated 21-12-82 that Prabhunath Singh and other concerned workmen had filed tenders and had become contractors, however, does not appear to be correct as in this case no such tender has been filed on behalf of the management, and Prabhunath Singh (WW-2) has categorically denied in his examination-in-chief that he or other concerned workmen ever submitted any tender for stone cutting work after the contract of Jagdish Misra was terminated with effect from 12-5-82 which was not challenged in his cross-examination on behalf of the management and Sri M. C. Kathotia (MW-1), Manager, Balihari colliery, has also stated in his cross-examination that after Jagdish Misra left the work and Prabhunath Singh started working as contractor in his place he had not entered into any contract or agreement with Prabhunath Singh and to his knowledge Prabhunath Singh had not also submitted any tender for being given the contract work.

20. Ext. W-40 is a letter dated 23-9-83 written by the Asstt. Colliery Manager, Balihari colliery to the Agent, Kendwadhi Project sending Prabhunath Singh and his gang consisting of the other 25 concerned workmen for working at Kendwadhi Project.

21. While answering the question as to who is an employee in labour law, the Supreme Court has laid down in the case of *Hussainbhai Vs. The Alath Factory Tezhilali Union and others* (1978 Lab. I.C. 1264) that the true test may, with brevity, be indicated as follows :

"Whether a worker or group of workers labourers to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, paid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex-contract is of no consequence when on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like, may be resorted to when labour legislation casts welfare obligations on the real employer, based on Arts. 38, 39, 42, 43 and 43-A of the Constitution. The court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances.

If the livelihood of the workmen substantially depends on labour rendered to produce goods and

services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the Management cannot snap the real-life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off.

Of course, if there is total dissociation in fact between the disowning management and the aggrieved workmen, the employment is, in substance and real-life terms, by another. The Management's adventitious connections cannot ripen into real employment."

22. Keeping in view of the aforesaid test laid down by the Supreme Court, we find in the present case from the evidence, both oral and documentary, as discussed above, that during the period of the contractor Jagdish Misra till sometime in May, 1982, Prabhunath Singh and the other 25 concerned workmen worked underground in Balihari colliery of M/s. Bharat Coking Coal Ltd. with working implements supplied to them by the management in doing jobs some of which required cutting of stone and some others of miscellaneous nature not requiring cutting of stone and, after Jagdish Misra left contract work sometime in May, 1982, the management had not entered into any fresh contract or agreement with Prabhunath Singh nor Prabhunath Singh had submitted any tender for being given the contract work but Prabhunath Singh and the other 25 concerned workmen continued to work as before and Prabhunath Singh also worked along with the other 25 concerned workmen like any one of them and shared the wages equally with them, and, therefore, by no stretch of imagination, Prabhunath Singh, who is one of the concerned workmen, can be called a contractor of the management and the other 25 concerned workmen can be called as his workers notwithstanding the dubious paper arrangements made by the management in the form of work orders and bills to camouflage the industrial law. In the circumstance, Prabhunath Singh and the 25 other concerned workmen cannot but be held to be the employees of M/s. Bharat Coking Coal Ltd. in Balihari Colliery.

23. As already mentioned above, Ram Nath Modal (WW-1) and Prabhunath Singh (WW-2) have deposed that their attendances as well as the attendance of the other concerned workmen every year was more than 190 days and it is the evidence of Ram Nath Modal (WW-1) in his cross-examination that he had got no record to show that he and other concerned workmen worked for more than 190 days in each calendar year but that would appear from Form 'C' register maintained by the management. Sri M. C. Kathotia (MW-1), who is the Manager of Balihari colliery, has on the other hand, stated that the attendance of the concerned workmen would not be 190 days in a year. He has, however, admitted that under the Mines Act anybody going inside the mine has to get his attendance marked in Form 'C' register whether he be a regular workman of the management or contractor's worker and the said Form 'C' register is maintained by the attendance clerk who generally keeps the Form 'C' register in the Attendance Cabin. By means of a petition dated 6-10-83 the workmen had called for from the management the Form 'C' registers concerning the concerned workmen for the year 1974 upto date but the management neither produced those Form 'C' registers nor filed any petition giving any explanation for the non-production of Form 'C' registers, and it was only at the time of hearing that the management gave a lame excuse for their non-production through the mouth of Sri M. C. Kathotia (MW-1), Manager of Balihari colliery, to the effect that the Form 'C' registers used to be kept in the office room at the pit head but about six months back the said office room at the pit head had been demolished and its records and registers had been shifted to another cabin at a distance of about 500 feet from the pit head and after the pit head office room was re-constructed those registers and records were again brought back to the pit head office room and it was in course of these shiftings that Form 'C' registers for last 2 or 3 years are missing. This belated lame excuse can hardly be believed and adverse inference must be drawn against the management and it must be held that the management has purposely withheld those Form 'C' registers as they would have proved the workmen's contention that they worked for more than 190 days in every calendar year. It was only after the close of evidence of both sides that on the date of argument the management filed three

Form 'C' registers relating to the contractor's workers for a period of about 5 months between 3-1-84 and 17-5-84 which could hardly be of any use in deciding the yearly attendance of the concerned workmen during the relevant period prior to the date of reports. In view of what has been discussed above I accept the evidence of Ram Nath Modak (WW-1) and Prabhunath Singh (WW-2) that their attendance and the attendance of other concerned workmen every year was more than 190 days.

24. It is the case of the concerned workmen in the written statement as also in their evidence that they have worked only as stone cutters and they claim their departmentalisation as stone cutters which pertains to Category IV though the reference made by the Central Government itself is silent of the point as to in which job they claim to be departmentalised. The case of the management on the other hand, is that the concerned workmen have been engaged in miscellaneous jobs not requiring stone cutting but sometimes they have been engaged in stone cutting work also which has been rare and as such they have been doing the miscellaneous jobs of Category I mazdoors. As already mentioned above, the work orders and the bills exhibited in this case show that the concerned workmen have been doing miscellaneous types of jobs some of which require cutting of stone and some others not requiring cutting of stone. Sri M. C. Kathotia (MW-1), Manager of Bahihari colliery, has also stated in his evidence that stone cutting work is not regular work in his colliery which is rarely done and that hardly 1 or 2 regular stone cutters are required in his colliery but that work is also being done through contractor Prabhunath Singh and other contractors and their workmen as his work of stone cutting is of intermittent nature. In their representation dated 24-9-82 (Ext. W-45) the concerned workmen themselves had also claimed Category I wages and from the management's letter dated 25-11-81 (Ext. W-1) and 28-1-82 (Ext. W-48), it would also appear that it was agreed at the Central Consultative meeting held on 2-6-81 that the concerned workmen will not be paid less than the basic provided for Category I and that the management was taking steps to implement that decision. Therefore, taking everything into account the concerned workmen deserve to be departmentalised as miscellaneous mazdoors in Category I and not as stone cutters in Category IV.

25. The concerned workmen claim to be departmentalised with retrospective effect. The question, therefore, is since which date they should be retrospectively departmentalised. It has been held by the Supreme Court in the case of Jhagra-khand Collieries (Private) Ltd. Vs. Central Govt. Industrial Tribunal, Dhanbad (1950—67) 5 SCDJ 3067 that no retrospective effect can be given to an award for any period prior to the date on which the specific demands, which resulted in industrial dispute, were made. A similar view has been taken in another Supreme Court decision in the case of Cox & Kings (Agents) Ltd. Vs. Their workmen and others (1977) 14 SCLJ. 207. In the present case the specific demand which resulted in the present industrial dispute was made by the sponsoring union on 15-9-1982 as stated in para 7 of the written statement of the management, and, as such, the concerned workmen can be departmentalised as miscellaneous mazdoors in Category I and paid wages according to the National Coal Wage Agreement II retrospectively with effect from the said date 15-9-1982 and not from any date prior to that.

26. In the result it is held that the concerned workmen are entitled to be departmentalised as miscellaneous mazdoors in Category I under the management of Kachhi Bahihari colliery of M/s. Bharat Coking Coal Ltd. and paid wages as per National Coal Wage Agreement II with retrospective effect from 15-9-1982 along with arrears. The reference is answered and the award is made accordingly. But in the circumstance of the case there will be no order as to cost.

MANORANJAN PRASAD, Presiding Officer.

[No. L-20012(460)/82-D.III(A)]

A. V. S. SARMA, Desk Officer

नई दिल्ली, 8 जून, 1984

का० भा० 2019.—केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 की उप धारा (1) और (2)

द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम की द्वितीय अनुसूची में निर्दिष्ट किसी मामले से सम्बन्धित औद्योगिक विवाद के न्याय-निर्णयन और उक्त अधिनियम के अधीन अन्य ऐसे कार्यों, जो उन्हें सौंपे जायें, को करने के लिए श्रम न्यायालय गठित करती है जिसका मुख्यालय कानपुर में होगा और उक्त न्यायालय के पीठासीन अधिकारी के रूप में श्री राम बिहारी श्रीवास्तव को 16 मई, 1984 से नियुक्त करती है।

[संख्या एस०-11020/7/83-डी-1(ए) (i)]

New Delhi, the 6th June, 1984

S.O. 2029.—In exercise of the powers conferred by sub-sections (1) and (2) of Section 7 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes Labour Court with headquarters at Kanpur for the adjudication of industrial dispute relating to any matter specified in the Second Schedule to the said Act and for performing such other functions as may be assigned to it under the said Act, and appoints Shri Ram Behari Srivastava, as the Presiding Officer of that Court, with effect from the 16th May, 1984.

[No. S. 11020/7/83-D.I(A)(i)]

का० भा० 2030.—केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7(क) की उपधारा (1) और (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक औद्योगिक अधिकरण गठित करती है जिसका मुख्यालय कानपुर में होगा और उक्त अधिकरण के पीठासीन अधिकारी के रूप में श्री राम बिहारी श्रीवास्तव को 16 मई, 1984 से नियुक्त करती है।

[संख्या एस०-11020/7/83-डी-1(ए) (ii)]

S.O. 2030.—In exercise of the powers conferred by sub-sections (1) and (2) of Section 7A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Headquarters at Kanpur and appoints Shri Ram Behari Srivastava as the Presiding Officer of that Tribunal, with effect from the 16th May, 1984.

[No. S. 11020/7/83-D.I(A)(ii)]

नई दिल्ली, 7 जून, 1984

का० भा० 2031.—केन्द्रीय सरकार का समाधान हो गया है कि लोकहित में ऐसा अपेक्षित है कि सीमेंट उद्योग में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 3 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए उपयोगी सेवाएं घोषित किया जाना चाहिए,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस०-11017/2/81-डी-1(ए)]

एस० एच० एस० अय्यर, अवसर सचिव

New Delhi, the 7th June, 1984

S.O. 2031.—Whereas the Central Government is satisfied that the public interest requires that the services in the Cement Industry, which are covered by entry 3 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government



hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/2/81-D.I(A)]  
S. H. S. IYER, Under Secy.

New Delhi, the 6th June, 1984

S.O. 2032.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the Management of Departmental Canteen, of the Union Public Service Commission, New Delhi and their workmen which was received by the Central Government on the 29th May, 1984.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NEW DELHI  
I.D. No. 31/84

In the matter of dispute between:

Bhupal Singh

Versus

Departmental Canteen U.P.S.C. New Delhi

#### APPEARANCES:

Bhupal Singh—workman in person.

Shri B. R. Tamta—for U.P.S.C.

#### AWARD

The Central Government, Ministry of Labour vide Order No. L-42012(59)/82-D.II(B) dated 21st March, 1984 made reference of the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Departmental Canteen, U.P.S.C. in terminating the services of Shri Bhupal Singh Bearer, w.e.f. 12th August, 1981 is justified? If not, to what relief the workman is entitled?"

2. The workman today indicated that he had already got relief and had been taken in employment of U.P.S.C. Departmental Canteen and, therefore, did not press the dispute for adjudication. Accordingly a 'No dispute' award is made.

Further ordered that the requisite number of copies of this award may be sent to the Central Government for necessary action at their end.

O.P. SINGLA, Presiding Officer

[No. L-42012(59)/82-D.II(B)]

T. B. SITARAMAN, Under Secy.

May 24, 1984

New Delhi, the 7th June, 1984.

S.O. 2033.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of M/s. Oil India Limited, Duliajan and their workmen, which was received by the Central Government on the 2nd June, 1984.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 9 of 1981

PARTIES : Management of Oil India Limited, Duliajan  
AND  
Their Workmen

#### PRESENT:

Mr. Justice M. P. Singh

Presiding Officer

#### APPEARANCES:

On behalf of Employers

Mr. J. P. Bhattacharya, Senior Advocate with Mr P. C. Deka

On behalf of Workmen

Mr. J. Dutta Gupta, Advocate.

STATE : Assam.

INDUSTRY : Oil.

320 GI/83—7

#### AWARD

By Order No. L-30011/4/79-D.II(B) dated 17th February 1981, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication:

"Whether the action of Messrs Oil India Limited, Duliajan in terminating the services of Shri B.K. Roy and Shri M.K. Bhattacharya, Overseers with effect from 19-4-1969 is justified? If not, to what relief the said workmen are entitled?"

2. The two concerned workmen B. K. Roy and M. K. Bhattacharya were employed with M/s. Oil India Limited, Duliajan as Overseers on a salary of Rs. 310 p.m. plus dearness allowance and Rs. 250/- p.m. plus dearness allowance respectively w.e.f. 19 July 1967 and 24 July 1967 under the appointment letters Exts M-3 dated 28-6-67 and M-6 dated 27-6-67 respectively. The terms of appointment as mentioned in Exts M-3 and M-6 were fully understood and accepted by the two concerned workmen (vide Exts M-4, M-5, M-7 and M-8). Admittedly the main terms of appointment as stated in the terms of appointment letters (Exts M-3 and M-6) are that the employment was purely temporary for about two years to cover a period of intensive exploration or project work which were of exclusively temporary nature and that the appointment of each of them was subject to termination on one month's notice on either side and that the failure on the company's part to give proper notice will entitle the workmen to notice pay in lieu. Their services were terminated by letters dated 18, April 1969 (Exts M-10 and M-13) w.e.f. 19 April 1969 on payment of dues (Exts M-12 and M-11). The services of some other overseers including one A.F. Lobo were also terminated. A. F. Lobo fought separately and won before the industrial tribunal. His case, now, is pending before the Calcutta High Court. Thereafter the two concerned workmen raised dispute before the Labour Enforcement Officer by letter dated 2 February 1979 (Ext. W-16). Then this reference of 1981. The main reason for delay in raising this industrial dispute by the two concerned workmen under section 2A read with section 10 of the Industrial Disputes Act appears to be that A. F. Lobo another overseer whose service also had been terminated on the same day and whose case was identical in nature had already raised industrial disputes (the same being reference No. 41 of 1975) and that was decided against the management by the Industrial Tribunal, Calcutta on 5 January 1977 (see the award Ext W-14). Against that award the management of Oil India Limited moved Hon'ble High Court, Calcutta where it is pending before a division bench. As deposed to by M. K. Bhattacharya (WW-1) one of the concerned workmen in his deposition at page 4 "They were waiting to see the result of Lobo's case and when they found that Lobo had won they made efforts to get a reference and ultimately got the reference". Sri J. Dutta Gupta the learned counsel for the concerned workmen tried to convince this tribunal that there was absolutely no delay in raising this industrial dispute because the concerned workmen were writing letters to the management after the date of termination of service in 1969. He pointed out that on 25 April 1969 a joint application by the discharged overseers were made to the secretary of the union, viz. P. C. Chakraborty, that on 12 May 1969 the secretary wrote a letter (Ext W-6) to the management raising industrial dispute to which the management replied on 24 May 1969 (Ext W-7) and the management further wrote letter on 6 September 1969 (Ext W-8) to A. F. Lobo (Ext W-9) dated 18 December 1969 giving assurance of re-employment. He submitted that the management was giving assurance of re-employment by writing letters. It will, however, appear that all these letters are of 1969. The present industrial dispute was raised by the two concerned workmen in 1978 or 1979 (see Exts W-15 W-16 W-17 and W-18). There is thus no doubt that there is abnormal delay in raising it. It seems to me that when they came to know that A. F. Lobo had won, then they woke up from their deep slumber and raised the present dispute. Mr. Bhattacharya appearing for the management submitted that the dispute is stale and belated and that it should not be considered to be an industrial dispute. However the reference cannot be thrown out on this ground as contended by the management. When the industrial dispute has been referred to the tribunal for adjudication, it has to be decided; see the case of *Jai Bhawan v. A. C. Cooperative Bank Ltd.*, 1983 Lab IC 1694 (SC).

3. It will appear from the terms of the reference that the only point to be determined in the instant case is whether the termination of services of the two concerned overseers by their employer w.e.f. 19 April 1969 is justified and if not, to what relief they are entitled? The reference does not raise any other issue, though, Sri J. Dutta Gupta for the two workmen has argued several other matters.

4. Now, in this case the termination of services of the two concerned workmen cannot amount to retrenchment within the meaning of the expressions as defined in section 2(oo) of the Industrial Disputes Act 1947 (Act for short) and as used in section 25-F of the Act. The Oil India Ltd. terminated the services in accordance with the terms of the contract after the exploration or project work at Ningroo (N.E.F.A. Area) was over. I think, they were competent to do so and that no retrenchment law as embodied in section 25-F will apply in such a situation. In my opinion the management was not bound to comply with the provisions of the section 25-F which contains mandatory pre-conditions for a valid retrenchment. Therefore the law laid down in State Bank of India v. H. Sundara Money, 1976—1 LLJ 478; Hindustan Steel Ltd. v. Labour Court Orissa, 1977—1 LLJ 1; Delhi Cloth General Mills Ltd. v. Shambhunath Mukherjee, 1978—1 LLJ 1; Santosh Gupta v. State Bank of Patiala, 1980 II LLJ 72; Avon Services Production Agencies (P) Ltd. v. Industrial Tribunal, 1979—1 LLJ 1; Surendra Kumar Verma v. Central Government Industrial-cum-Labour Court 1981—1 LLJ 386; Mohanlal v. Bharat Electronics Ltd. 1981—1 LLJ 70; L. Robert D'Souza v. Executive Engineers, Southern Railway, 1981—1 LLJ 330; Hari Mohan Rastogi v. Labour Court and other, 1984—1 LLJ 32(SC)—1983 Lab. IC 1906; Karnatak State Road Transport Corp. v. Sheikh Abdul Khader, 1984—1 LLJ 110(SC) and M/s. Gamman India Ltd. v. Niranian Das, 1984—1 LLJ 233 to the effect that the word 'termination by the employer of the service of a workman for any reason whatsoever' in the definition of the expression 'retrenchment' covers every kind of termination of service except the excepted categories in the section itself, will not apply to the facts of this case. Hence the termination of service is not invalid or inoperative. It is a case of completion of a particular work within a period of two years and therefore the provisions of section 25-FFF (2) of the Act will apply.

5. The validity of the termination of service has also been attacked on the ground that the industrial rule 'last come first go' as embodied in section 25-G of the Act was not followed by the management as the junior recruits Mr. Anupam Patranobis (discharged on 28-2-79) and Brojendra Nath Barua (discharged on 5-2-73) were retained without any valid reason (vide the chart Ext. W-11). Learned counsel relies on Workmen Jorhaut Tea Co. v. the management of Jorhaut Tea Co. Ltd. 1980 Lab. IC 742 (SC). Sri Bhattacharya Advocate for the management contended that there is no evidence that the above two persons were appointed along with those persons for Ningroo operation or that any junior overseer was retained at Ningroo operations, at N.E.F.A. and he also argued that the point is not covered by reference. He further pointed out that Anupam Patranobis was employed and discharged from duties four times. Suffice to say that it is not a case of retrenchment in a running or going concern. Termination of service was due to closure. So section 25G does not apply to this case.

6. It was next argued that the termination letters (Exts. M-12 and M-10 respectively) were signed by incompetent person and hence the termination was invalid. Learned counsel argued that it was signed by A. Bez Barua the Labour Welfare Officer who was not competent to sign it. In my opinion the contention is not sound. WW-1 M. K. Bhattacharya one of the workmen of this case has admitted at para 4 of his deposition that Ext. W-5 also has been signed by A. Bez Barua Ext. W-5 is his appointment letter. He has also admitted that A. Bez Barua had signed on behalf of the resident director. This fact is also stated in para 6 of the written statement of the concerned workmen. In his cross-examination at para 6 he has further admitted that the Labour Officer is the appointing authority but he added that he was not their discharging authority. I do not see why the appointing authority cannot discharge. MW-1 G. J. N. Avon has also deposed that Mr. A. Bez Barua had signed each of the termination letters (Ext. M-12 and M-10) for Resident Director though he said that he was not sure if A. Bez Barua was authorised to sign on behalf of the Resident Director. However he made the position clear by

deposing that the Resident Director being the Chief Executive of the Company at Duliajan is unable to issue individual appointment or termination letter of a large number of employees—four to five thousand persons and that it was the practice and convention that the appointment letter in respect of the workman was issued by the then labour department as well as the notice of termination. Mr. Dutta Gupta submitted that Resident Director was on the top, below him was labour superintendent (administrative manager) and below him was labour welfare officer and assistant labour welfare officer. I have already pointed out that even appointment letters had been signed by the labour welfare officer. Thus the evidence of MW-1 to the effect that it was the practice and convention for signing appointment letters or termination letter by the labour welfare officer is correct. The point, thus, has no force. Mr. Dutta Gupta relied on Hindustan Brown Boveri Ltd. and their workmen 1968 1 LLJ 571. In that case, despite the issue raised before the Labour Court as to whether the demotion of one workman and the termination of service of the other was in order, the company did not at the proper stage inform or contend before the Labour Court that the works manager was empowered to recruit and dismiss the workman by virtue of the power of attorney executed in his favour by the company. The judgement in that case also does not show that the works manager was competent to appoint the workman under the standing orders, of the company. Such is not the case here that case therefore has no application to the facts of the present case. Learned counsel next relied on Siten Rose v. Ananda Bazar Patrika 1980 Lab. IC 466 in that case also the suspension order had been passed by an officer having no authority. In the instant case as already said WW-1 M. K. Bhattacharya admitted in cross-examination that Labour officer was the appointing authority. In the circumstances this case also does not help the concerned workman. I therefore held that termination order was passed by competent authority and it is valid and operative.

7. It was next urged that no reason were mentioned in termination letter and this was in violation of the provisions of section 25-F. (a). This contention also is without any substance. The termination letter clearly says that their services were being terminated in accordance with the terms of employment. That is the reason. The terms of appointment did not require any reason to be given. Moreover as held in Hari Prasad Shiv Shankar Shukla v. A. D. Divekar 1957 SCR 121—AIR 1957 SC 121, section 25-F was not applicable to a bonafide closure of business. I will presently show that it is a clear case of closure covered by section 25-FFF (2). So the contention is rejected. It is held that termination order is not bad on this ground.

8. The next question is for what period the two concerned workmen were appointed and whether they are entitled to any relief. I think they are not entitled to any relief. Of course, if the retrenchment would have been invalid they would have been entitled to back wages for the period between the date of termination (19-4-69) and the expiry of the period for which they were entertained in service under the contract and not beyond the expiry of the contract period; see the cases of VRMS Bus service v. Labour Court Coimbatore, 1961—II LLJ 507 (Mad.); Hindustan Steel Ltd. v. Rourkela Mazdoor Sabha 1969—II LLJ 202 (Orissa); Hindustan Steel Ltd., v. Rourkela Mazdoor Sabha, 1970—II LLJ 533 (Orissa). We may also see what is the term of contract in the appointment letter. The relevant para in both the appointment letters (Exts. M-3, W-5 and M-6) runs as below: "This employment is purely temporary for about 2 years to cover a period of intensive exploration or project work which are of exclusively temporary nature"; "This term was admittedly understood by the concerned workmen (Exts. M-4 and M-7). Each of the two workmen accepted the terms of appointment in the following words: I understand that my appointment as overseer is temporary and that until confirmed in this appointment you are at liberty to discharge me and I am equally at liberty to resign on 24 hours notice without assigning any reason for discharge/resignation, - there being no commitment on either side to the usual one month's notice or pay in lieu of notice" (vide Exts. M-5 and M-8).

On a perusal of the above it is increasingly clear that the appointment was purely temporary and that the nature of the job that is intensive exploration or project work for which the appointment was made was also of exclusively temporary nature. It is further clear that the appointment

was only for about 2 years and not more. The completion of the exploration or project work was the main think because it was for that purpose that the time of about 2 years was mentioned and that additional hands were appointed. In Ext. M-1 which is a note to the Board meeting (held on 25 April 1967) for approval of some temporary appointment of engineer, surveyor and overseer relating to the exploration programme for 1968-1968 for Ningru area indicates that after careful assessment of the work-load it was found that to implement the programme within the time available (from now till end of 1969) they shall require the number of staff mentioned therein in addition to what they could realise from existing establishment in the construction department which already had heavy work-load for Naharkatia and Moran in 1967-1968. The record of the board meeting is Ext. M-2 dated 12 May 1967. The general manager seems to have approved the note. Thereafter the appointments followed. The term of about 2 years cannot be interpreted as permanent appointment till the age of superannuation. It means what it says and no more. Both parties fully understood that the appointment was purely temporary. Even the one month notice was not necessary. At the most it could only be for 2 years and not more than that. The term cannot mean that they were appointed permanently on all the projects of Oil India and for all the time of exploration or project work in operation or to be taken in future at any place in India. Mr. Dutta Gupta that at the time of termination of service of the concerned workmen, project work was going on at Duliajan, Moran, Noonmati, Naharkatia, Kushiawan Dighoi, Tengaghat, Nawrup and the like and that for all these jobs the concerned workmen had been appointed. I do not agree. Admittedly each project work was separate and distinct undertaking (see the written statement of the concerned workmen). The evidence on record proves that they were appointed only for Ningroo operations. Ext. M-1 clearly refers to Ningroo area. A reasonable interpretation has to be given to the terms of appointment and they have to be read with Ext. M-1 and with the terms of acceptance as given by the concerned workmen (Ext. M-5 and M-8). In his famous book "The Discipline of Law" 6th Reprint in 1982 Lord Denning has said at page 42-43 :

"The old maxim reminds us that Qui haeret in literis, haeret in cortice, which being interpreted, means; He who clings to the letter, clings to the dry and barren shell, and misses the truth and substance of the matter....."

"Applying these principles, the supplemental agreement says that it is to apply, "during the continuance of the Cinematograph Film (Control) Order 1943". Those words, taken literally, mean that the supplemental agreement is in full force and effect today, for the order still continues and may for aught one knows, continue for a long time yet. But the parties cannot have contemplated that the order would ever last so long. It was an order made in wartime to deal with war conditions, and that must have contemplated that it would be cancelled at or shortly after the end of the war. They cannot have contemplated that it would be continued in peacetime to deal with dollar shortages—certainly not that it would still be continuing five years after the war had ended. That being so, the court should not apply the agreement in 'this un contemplated turn of events'."

From the above it is apparent that the court can qualify the literal meaning of the words so as to bring them into accord with the true scope of the contract. The words of the contract must be restricted to the circumstances contemplated by the parties. In the aforesaid book Lord Denning says "even if the contract is absolute in its terms, nevertheless if it is not absolute in intent, it will not be held absolute in effect"—In the present case Sri J. Dutta Gupta for the workmen laid much stress on the words "..... to cover a period of intensive exploration or project work....." in the appointment letter (Exts. M-3 and M-6) and contended that Ningroo operation was not mentioned there and that the intention of the parties was that the appointment will continue as long as the exploration or project work will continue. I do not agree. Those words were preceded with "purely temporary", "for about two years" and they are followed by "which are of exclusively temporary nature". Ext. M-1 shows that the appointment was being made for Ningroo Area and for about 2 years, that is,

almost up to end of 1969 within which period the project work was to be completed. It seems to me that both parties understood the terms of appointment in that sense. It is a well known fact, of which judicial notice can be taken, that in a work-charged establishment the work charged employees are generally engaged on a temporary basis and their appointment are made for the execution of a particular and specified work and that from the very nature of their employment, their services automatically come to an end on the completion of the works for the sole purpose of which they are employed. In the instant case MW-1 G. L. N. Ayya who in between 1967 and 1969 was variously designated as construction engineer, planning and engineer in charge, Ningroo operation and also acted as construction superintendent has said in his deposition at page 6 before this tribunal about the conception of project work in the following words :

"We had the Petroleum exploration licence for exploration of crude oil under Ningroo licence in Miao Subdivision of Tirap district, in erstwhile NEFT. In connection with the drilling operations a large amount of civil engineering work had to be undertaken as the area of exploration was undeveloped and inaccessible. This civil engineering work involved the construction of approach roads to the work sites, preparation of work sites, construction of temporary housing camps, construction of temporary bridges, Revamping and repairing of the existing road, jungle clearance and other site preparation including river training works, etc. All these works were of temporary nature and had to be done as a time bound project before the commencement of drilling operation. To build up the above infrastructure it was necessary to recruit separate technical staff for the duration of all these works and this constituted a project."

As regards the need for appointment and the period for which the appointment was to be made he has said in his deposition :

"Ningroo operation was a project for oil exploration in the erstwhile NEFA territory. Actually that was an inaccessible and undeveloped area. Therefore in connection with the oil exploration of a lot of civil engineering work had to be done like construction of temporary houses and approach road. Initially we made an estimate of the quantum of civil engineering work had to be done for providing the necessary infrastructure and also the staff required to complete the project within those two years. And then we put up a note to the Board of Director for sanctioning the necessary staff on a temporary basis for two years. This is a note to the Board dated 26-4-67 requesting sanction for temporary staff for the period 1967-69 (marked Ext. M-1). This is an extract of the proceedings of the Board's meeting approving of the proposal for appointment of temporary staff for Ningroo exploration dated 12 May 1967 (marked Ext. M-2). We recruited some temporary sub-overseers, overseers and other staff for commencement of the project work. The appointment was for a period of two years. The limit was maximum of two years because the Board approval was for two years."

I believe him. From his evidence it is clear that the appointment was only for Ningroo operation (NEFA area) and that it was purely temporary, for about two years for which approval had been made by the competent authority. I believe him as correct. His further evidence is that the project work was completed and closed in March 1969. I see no reason to disbelieve him. Mr. Dutta Gupta referred to Ext. W-12 the earlier deposition of Mr. Ayya in Lobo's case and submitted Mr. Ayya had there deposed that the winding up took place for 2 months and that the complete winding up work done by about September or October 1969. In my opinion it cannot mean that exploration or project work was going on upto September or October 1969. Further the previous deposition can be used either to contradict or to affirm the present statement. Here there is no such situation. The point thus has no force. It follows that the two concerned workmen had no right to continue after the completion of the particular project work and their services must be deemed to have come to an end

after completion of the work. It is quite clear that the exploration or project work was completed within two years of its starting in March or April 1969 and hence the provisions of sub-section (2) of section 25-FFF of the Act will apply to this case. It follows that in such a case the concerned workmen are not entitled to any compensation. Reference may be made to 2 cases cited by Sri Bhattacharya appearing for the management. The first case is of the management of Hindusthan Steel Ltd. V. the workmen and others, 1973 Lab. 461 (SC)—AIR 1973 SC 878 in which it was held that even closure or stoppage of a part of the business or activities of the employer would seem in law will be covered by sub-section (2) of section 25-FFF of the Act. In that case the court found that the Ranchi Housing Project temporarily operated by Hindusthan Steel Ltd had been completed and as that project had been wound up in 1968 it was held that it was a case of closure because there was no integral functioning of Ranchi Housing Project with the Hindusthan Steel Ltd. It had also been found that the workmen had been recruited to the work charged establishment of the Ranchi Housing Project, that was a case under sub-section (2) of section 25-FFF. At page 465 it was observed :-

"According to sub-section (2) of Section 25-FFF it is quite clear that in case of closure of the categories of undertakings as mentioned therein, no workman employed in those undertakings can claim compensation under Cl. (b) of S. 25-F. The language of S. 25-FFF (2) is plain and unambiguous."

It is clear that according to that decision section 25-F has no application to a case of bonafide closure of the whole or part of the business. The next case relied upon by Sri Bhattacharya is workmen of Indian Leaf Tobacco Development Co. Ltd. Guntur and Indian Leaf Tobacco Development Co. Ltd. Guntur, 1970 1 LLS 343 : AIR 1970 SC 860 : 1970 Lab. IC 735. In that case the main business carried on by the company was purchasing, steaming, grading and packing of tobacco. It was maintaining 21 depots where this work was carried on. The company closed 8 of these 21 depots. The question arose whether these were distinct and separate because on that depended whether it was a case of retrenchment or closure. The court found that the principal work which used to be done at the depots was not that of purchasing tobacco but of handling it and that work was not transferred at all to any buying point. This case also shows that the closure of a part of the business was a closure under section 25-FFF. I have already said that it is an admitted fact in this case that Ningru operation was a separate and distinct undertaking like any other project. It has not been disputed that it was a genuine and bonafide closure. Mr. Dutta Gupta argued that the management had pleaded only two matters namely, (i) delay and (ii) no industrial dispute. He said that the management has not pleaded closure. I do not agree with his contention. It is true that the word closure has not been used in the written statement of the management nor section 25-FFF has been mentioned therein but the fact of completion of the Ningru work has been clearly stated therein in the following words : "That by March, 1960 the exploratory stage came to an end and with it the need for such additional persons like the workmen also ceased. Accordingly both the workmen were terminated on 19-4-69 strictly in accordance with the terms of their temporary employment." It is thus clear that the fact of completion of the exploration or project work of Ningru operation at NEFA has been specifically mentioned in the written statement of the management. The two concerned workmen have not said in their written statement as to when the project work of Ningru operation came to an end. Nothing has been said about closure of the project work, no rejoinder has been filed by the two concerned workmen. Hence the fact that Ningru operation came to an end in March 1969 must be accepted as true. Needless to say that the statement in the written statement of the management has been fully supported by the evidence of MW-1 G. L. N. Ayya. There is no suggestion made by the concerned workmen to Mr. G. L. N. Ayya in cross-examination that the project work of Ningru operation continued upto September or October, 1969. The contention of Sri Dutta Gupta that there is no such pleading must therefore be rejected.

9. It was next argued that section 25H of the Act was violated because the management while taking into his employ other persons did not give an opportunity to the re-

trenched workmen to offer themselves for re-employment. He relied on *Cawnpore Tannery Ltd., Rampur V. Ganga S.*, 1901-11 LIL 110 (SC) and 1901-1 LIL 333 (workmen of Cawnpore Tannery and Cawnpore Tannery and others). My attention in this connection was also drawn to Rules 10, 11 and 12 of the Industrial Disputes (Central Rules) 1957. It was submitted that their work was satisfactorily (vide Exs W-2 and W-3—the certificates granted by the management to the concerned workmen). Learned counsel said that seven new appointments were made in 1971, one in 1973 and one in 1975. In my opinion this question has nothing to do with the justification of the retrenchment and as argued by Mr. Bhattacharya it is not covered by the terms of the reference. This tribunal cannot travel beyond reference. Furthermore necessary facts which could form the foundation for re-employment have not been pleaded. Question of re-employment can arise if there is valid retrenchment. The two concerned workmen have pleaded invalidity of retrenchment, not validity of retrenchment. The point is thus disposed of.

10. It was next contended that justification of retrenchment was absolutely absent. I have already said that the termination of the services of the concerned workmen was justified for the reasons already given by me.

11. Mr. Dutta Gupta vehemently argued that the case of A. R. Lobo and the case of the present two concerned workmen were identical. Throughout his argument and during the course of evidence Mr. Dutta Gupta put great emphasis on this point. He submitted that the two cases are identical because the letters of appointment (Exs. M-3 and M-6) were identical, the discharge certificates (Exs. W-2 and W-3) were identical, the termination letters (Exs. M-10 and M-13) were identical, the representation to the union was identical, that the union had moved the case on behalf of these two concerned workmen and A. R. Lobo by joint application dated 20th April, 1969 that the letters of the company dated 12th May, 1969, 6th September, 1969 (Exs. W-8) and 16th December, 1969 (Exs. W-9) treated these cases as identical, that the issue was identical, that the plea for the company in their written statement was identical and that the conciliation officer had also treated these cases as being identical, that the witness of the company in the former reference No. 41 of 1973 in Lobo's case was common, that the notification of company on 9th November, 1971 was common that the chart Exs. W-11 was common and that they have been recruited on the same date and their services have been terminated on the same date. All these facts have been stated by MW-1 M.K. Bhattacharya also in his evidence in chief. MW-1 G. L. N. Ayya has also said that the appointment letters, termination letters and the discharge certificates which were issued to the concerned workmen of this case and to Mr. Lobo were identical but he added that the two cases were not identical because in the case of Lobo he was serving at Dulhayan on a different project whereas the two concerned workmen were solely engaged in Ningru exploration work. In my opinion the two cases being identical in some respects can be of no help to the two concerned workmen. I think, emphasis was put on this aspect merely to explain the long delay. Anyway each case has to be decided on its own evidence and not on the evidence of another case. I am, therefore, of the opinion that this point is not of much consequence.

12. Sri Bhattacharya, advocate for the management, has submitted that the two concerned workmen had accepted their termination as valid and they were satisfied with the termination order because they collected all their dues including their Provident Fund amounts, never raised any dispute over the termination for many years and instead they had applied for re-employment. I do not think that it necessary to decide as to whether or not the two concerned workmen are stopped from challenging the order of termination. I have already decided the case on merits. I have held that the termination order is valid. I have also held that it is not a case of retrenchment as defined in section 2(oo) and as used in section 25F of the Act, that it is a case of real bonafide closure of undertaking as contemplated in sub-section (2) of section 25-FFF of the Act. This point is, therefore, left undecided. I may mention here that section 25-FFF will not apply because it was inserted by Act 32 of 1972.

13. For the foregoing reasons by concluded award is that the action of the M/s. Oil India Limited Dulhayan in termi-

nating the services of Sri B. K. Roy and Sri M. K. Bhattacharya overseers with effect from 19th April, 1969 is justified. It follows that they are not entitled to any relief.

Dated, Calcutta,

23rd May, 1984.

M. P. SINGH, Presiding Officer  
[No. L-30011/4/79-D.III(B)]  
NAND LAL, Under Secy.

नई दिल्ली, 11 जून, 1984

का० घा० 2034.—चूना पत्थर और डोलोमाइट खान श्रम कल्याण निधि-1973 के नियम-(3) के उप नियम (i) के साथ पठित चूना पत्थर और डोलोमाइट खान श्रम कल्याण निधि अधिनियम, 1972 (1972 क 62) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारत के राजपत्र के भाग II, खंड 3, उपखंड (ii) दिनांक 31 अक्टूबर 1981 पर प्रकाशित अधिवृत्त संख्या का० घा० 3005 दिनांक 15 अक्टूबर, 1981 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिवृत्त में क्रमांक 4(i) के सामने की गई प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

4(i) श्री बी० चौधरी, जाइंट जनरल सेक्रेटरी इंडियन नेशनल माइन्स—वर्कर्स फेडरेशन,  
मार्केन—इन्टक राजस्थान शाखा,  
काफी हाऊस एम आई रोड,  
जयपुर-302002

(राजस्थान)

[सं य. -23013/10/80-एम V/इव्यू -II]  
कंवर राजेन्द्र सिंह, अवर सचिव

New Delhi, the 11th June, 1984

S.O. 2034.—In exercise of the powers conferred by section 7 of the Limestone and Dolomite Mines Labour Welfare Fund Act, 1972 (62 of 1972) read with sub-rule (i) of rule 3 of the Limestone and Dolomite Mines Labour Welfare Fund Rules, 1973, the Central Government hereby makes the following amendment in the notification number S.O. 3005 dated 15th October, 1981, of the Government of India in the Ministry of Labour published at pages 3583 to 3584 in the Gazette of India, Part II Section 3, sub-section (ii) dated 31st October, 1981, namely :—

In the said notifications, for the entry against serial number 4(i), the following shall be substituted namely :—

“4(i) Shri B. Chowdhary,  
Joint General Secretary,  
Indian National Mines Workers' Federation,  
C/o INTUC Rajasthan Branch,  
Coffee House, M. I. Road,  
Jaipur-302002 (Rajasthan).”

[U. 23013/10/80-M.V/W.II]

KANWAR RAJINDER SINGH, Under Secy.

New Delhi, the 8th June, 1984

S.O. 2035.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of CMD M/s. Coalfields Limited, Sanctoria, P.O. Dishergarh (Burdwan) and their workmen, which was received by the Central Government on the 2nd June, 1984.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT

Shri I. N. Sinha,

Presiding Officer.

Reference No. 71 of 1981

In the matter of an industrial dispute under S.10(1)(d) of the I. D. Act., 1947.

PARTIES :

Employers in relation to the management of Office of Chairman-cum-Mg. Director, M/s. Eastern Coalfields Limited, Sanctoria P. O. Dishergarh (Burdwan) and their workmen.

APPEARANCES :

On behalf of the employers.—Shri R. S. Murthy, Advocate.

On behalf of the workmen.—Shri J. D. Lall, Advocate.

STATE : West Bengal.

INDUSTRL : Coal.

Dhanbad, the 19th May, 1984

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-19012(20)/81.D.IV(B) dated the 14th October, 1981.

SCHEDULE

“Whether the action of the management of Data Processing Office M/s. Eastern Coalfields Limited not supplying 8 baskets of coal per month from April, 1979 to February, 1981 (except June, 1980) to the workmen listed below is justified? If not, to what relief the workmen concerned are entitled?”

LIST OF DWKRMEN

1. Shri Ajit Banerjee
2. Shri D. C. Kar
3. Shri Biswanath Bose
4. Shri Samir Mukherjee
5. Shri Prabir Banerjee
6. Shri S. R. Mukherjee
7. Shri S. K. Das
8. Shri Prasun Banerjee
9. Shri Uday Chatterjee
10. Shri Nabarun Banerjee
11. Shri A. B. Mondal
12. Shri S. S. Bhadra
13. Shri Anupam Mukherjee
14. Shri Monaj Dasgupta
15. Shri Kunal Mukherjee
16. Shri Samir Dasgupta
17. Shri Saumen Dutta
18. Shri Sushil Mukherjee
19. Shri Pranab Banerjee
20. Shri Himadri Mukherjee
21. Shri M. G. Singh
22. Shri P. K. Chatterjee
23. Miss Dipika Dutta.

The case of the management is that the Coal Mines Employees Union made a representation on 5-11-80 on behalf of the concerned workmen to the ALC(C) Asansol and the said representation made by the union to the ALC(C) does not amount to an industrial dispute between the employers and their workmen in as much as no dispute

was raised before the management either by the concerned workmen or their union. The said union had no locus standi to raise any industrial dispute relating to any workmen of the data processing centre which employs 154 workmen. The said union does not have any membership from among the workmen of Data Processing Centre so as to vest it with any competency to raise any industrial dispute. The union's representation to the ALC(C) does not amount to raising an industrial dispute on this ground as well. The reference in question arose by the representation of the union dated 5-11-80 to the ALC(C) Asansol whereas the order of reference is in relation to the matters of much later date than 5-11-80. The Government had no jurisdiction to refer a dispute till February, 1981 which was not referred to it. The union did not demand supply of 8 baskets of coal per month and their demand was distinctly different and was confined to issue of Coal supply only.

In the month of June 1980 all the concerned workmen were supplied with 6 baskets of fuel coal in respect of the month of June, 1980. There was no dispute over the quantity of supply of fuel coal for the said month of June, 1980. The reference is based on the fact that fuel coal supplied to the concerned workmen in the month of June, 1980 was justified. The present reference for examining justification of the supply of 8 baskets of fuel coal per month any quantity other than @ 6 baskets of fuel coal per month is in competent and not maintainable. Four of the concerned workmen S/Shri D. C. Kar, Prabir Banerjee, A. B. Mondal and Souman Dutta were supplied with fuel coal every month from the Chinakuri Colliery, Bonjemehari Colliery, Sanctoria and Bonjemehari Colliery respectively on their own request. The reference in respect of the said four concerned workmen is incompetent and as such the reference in respect of these persons be rejected. The quantity of fuel coal to be supplied to the concerned workmen is guided by the Management's circular dated 29th December, 1973. The data processing centre where the concerned workmen are posted is not a coal producing unit and the management had to engage transport contractor to transport coal from the collieries of the management to the data processing centre. The transport contractors could not be arranged for some period as a result of which monthly quota of fuel coal of 6 baskets per month could not be supplied to the concerned workmen. The supply of fuel coal to the workmen is a facility which if not offered for certain periods for unavoidable circumstances cannot clothe the concerned workmen with any right to claim the facility of the past period.

The recommendation of the Central Wage Board for coal Mining Industries were accepted by the Government of India as per notification in the Gazette of India dated 25-7-67 with regard to only 13 items as specified in the said notification w.e.f. 15-8-67. The recommendation of the Wage Board regarding supply of free fuel coal was not accepted by the Government. The reference to the cases of taken over employees pursuant to the Coal Mines (Nationalisation) Act, 1973 is totally misconceived and it has been made to jumble up the issue to create confusion. None of the concerned workmen is taken over employee consequent to the nationalisation of mines as they are all new recruits appointed after nationalisation of the mines. They are all appointed sometimes after 1975. The national coal wage agreement-I did not agree to the free supply of fuel coal to all the workmen employed in the Coal Mining Industries. The concerned workmen are not entitled to money value of the coal not supplied to them. On the above facts it has been prayed on behalf of the management that the reference be made in their favour holding that the concerned workmen are entitled to no relief.

The case of the concerned workmen is that they had held a discussion with the management on 12-4-79 when the management had agreed to supply free fuel coal to all the entitled workers employed at Data Processing Centre. When the management failed to honour the said agreed decision, the Coal Mines Employees Union served a strike notice on 12-8-79. The ALC(C) Asansol initiated conciliation proceeding and thereafter the union withdrew the strike notice as the management agreed to settle all the dispute along with free supply of coal relating to Data Processing Centre. The present dispute was referred to the conciliation Officer (Central), Asansol by the said union on the basis of failure

of decision agreed upon by the management contained in the minutes of discussion issued by the management. The conciliation proceedings ended in failure and the ALC(C) Asansol by his letter dated 29-5-81 sent his failure report to the Government of India, Ministry of Labour and thereafter the present reference was made by the Central Government by Order dated 14-10-1981. The concerned workmen had made repeated demand before the management for regular supply of free fuel coal being the part of wage but the management did not take appropriate steps to remove their grievances. The union in question is a registered trade union and is working to safeguard the interest of the workman employed in Coal Industry since 1968. The concerned workmen are the members of the said union. The management in the meeting held on 12-4-79 had invited the General Secretary and other Officer bearers of this union and had joint discussion including the dispute relating to non supply of fuel coal. The management had not raised any objection regarding the competency of the union to raise the industrial dispute on behalf of the concerned workmen. The said union is competent to sponsor industrial dispute in respect of the concerned workmen. There are several union including Coal Mines Employees Union which are functioning amongst the workmen employed at Data Processing Centre. The concerned workmen and other workmen are the members of the sponsoring union namely Coal Mines Employees Union. The concerned workmen have denied that the present reference has come on the basis of the representation only sent to the ALC(C), Asansol. The demands were all along made to the management for supply of 8 baskets of fuel coal per month as per union's notice dated 29-5-79 in item No. 4. The management vide their letter dated 31-5-79 issued by the Additional Chief Personnel Officer requested the union not to resort to any relay hunger strike as the management assured supply of coal to the concerned workmen. All the correspondence and the minutes of discussion will show that the matter was being negotiated with the Coal Mines Employees Union.

Supply of free fuel coal to the workmen was recommended in the Coal Wage Board recommendations of 1967 and the quantum of coal to be supplied to the new recruits were fixed at 8 baskets per month and for the old employees it was recommended that they would be entitled to get the same quantity of coal which they were getting prior to the implementation of the Wage Board Recommendation w.e.f. 15-8-67. After nationalisation of the Coal Mines the CMA management now of ECL also followed the same procedure and issued free fuel coal to the workmen. In NCMA-I it was also agreed that free fuel coal would be supplied to all the workmen employed in the coal mining industries. The Data Processing Centre have adopted different norms for the supply of free fuel coal making gross discrimination between two sections of workmen without any reason. The Data Processing Centre comes under the administrative control of CDW's Office. The employees taken over from Equitable Coal Co. Ltd., who were appointed prior to 1967 used to get 16 baskets of coal per month and those who are appointed after 1967 used to get 8 baskets of coal per month. The employees taken over from Bengal Coal Co. Ltd. used to get 12 baskets of coal per month who were appointed prior to 1967 and those appointed after 1967 used to get 8 baskets of coal per month. The employees taken over from Coal Board in CMAL now of E.C.L. did not get any free fuel coal in the parent organisation but after their absorption in ECL most of the clerical staff are being supplied with 12 baskets of free fuel coal per month. Some of the Clerks of ex-Coal Board have been posted at the Data Processing Centre and at the CMD Office at Sanctoria and are being supplied 12 baskets of free fuel coal per month. The concerned workmen have claimed supply of only 8 baskets of fuel coal per month as per Wage Board Recommendation of 1967 which was the minimum quantity of coal required for a family as recommended by the board and acted upon by the Coal Companies although there was a great discrimination in regard to supply of free fuel coal in the same establishment between two sections of workmen. The concerned workmen are entitled to get 8 baskets of free fuel coal per month from April, 1979 to February, 1981 except the month of June, 1980 in which month the workmen were supplied with free fuel coal. The concerned workmen became entitled to receive free fuel coal from April, 1979 as the management



and the union agreed to redress the grievances of the workmen with regard to supply of fuel coal pursuant to the joint discussion held on 12-4-79. The concerned workmen used to purchase coal from the market due to non supply of free fuel coal from April, 1979 and they had to incur expenses from their monthly salaries. The supply of free fuel coal comes under the purview of wages as per Section 2(r) of the Industrial Disputes Act, 1947. As the management failed to supply free fuel coal to the concerned workmen, they are entitled to get money value of the coal not supplied to them. On the above facts the prayer made on behalf of the workmen is that the reference be answered in favour of the concerned workmen and that the management be directed to pay the money value of the coal not supplied to the concerned workmen from April, 1979 to February, 1981 except for the month of June, 1980.

The points for determination in the present reference are (1) whether the concerned workmen are entitled to free supply of 8 baskets of free fuel coal per month from April, 1979 to February, 1981 except June, 1980 and (2) whether the concerned workmen are entitled to get money value of the coal not supplied to them for the said period.

Admittedly, there is no dispute regarding the supply of free fuel coal to the concerned workmen. MW-1 Shri D. K. Banerjee, who is Deputy Personnel Manager of ECL has stated that other than collieries, ECL has workshop and Data Processing Centre which is located at Asansol and in these establishments coal is supplied to the employees for domestic consumption if the management is able to make the transport arrangement. He has further stated that after nationalisation, ECL issued a circular in regard to supply of free coal for domestic consumption and the said circular dated 29-12-73 is Ext. M-1. in this case. He has further stated that the workers collected coal from the collieries for the domestic consumption and the workers have to make their own arrangement for transporting the coal to their residences. He has further stated that the Coal Cards are issued to each employee which shows the quantity of coal issued. He has stated that daily rated workers are supplied four baskets of coal and monthly rated workers are supplied 6 baskets of coal in a month. He has only denied in his evidence that there is no system of supply of arrears of coal to the workers if the management could not supply coal at any time and that there is also no system of paying the money value of coal to the workers if the management could not supply of free coal at any time. MW-3 Shri J. N. Banerjee, Chief of Data Processing has stated that those employees who were transferred to Sanctoria or from Collieries of Asansol in 1976 in the Data Processing Centre in 1976 and are still staying at those places were getting free coal from those places where they resided. He has referred to the minutes of discussion (Ext. W-6) held between the management and the coal Mines Employees Union on 12-4-79. Thus the minutes of discussion Ext. W-6 between the management and the union of the concerned workmen is an admitted document. In item No. 4 at page 3 of the said minutes of discussion there is a reference about fuel coal. It is stated that "Union expressed their dissatisfaction over the issue that some of the staff of this office are getting fuel coal from the nearest collieries whereas other have been barred with this facilities. They demanded that either the management will think feasibility of opening a coal depot at this Office from where the coal can be distributed to the staff or arrangement should be made the management to ensure timely supply of fuel coal to the staff from the nearby collieries."

On this issue Shri J. L. Banerjee explained that opening of coal depot at this premises will generate coal dust in the office which is harmful for the air conditioning plant and data processing machine and therefore, Addl. CPO (IR) will kindly take up the issue with the general manager of Dishergharh and Sripur Area to ensure that applications which are lying pending with them will be entertained at the earliest. In this regard MMS has been requested to forward a list of such cases who are not getting fuel coal to Addl. CPO (IR.)"

It will appear from the minutes of discussion as well that the management did not dispute the demand of supply of free fuel coal to the concerned workmen who were working in Data Processing Centre and that the only matter

under consideration was as to how the supply of free fuel coal be made to the workmen. It will further appear from the evidence of MW-3 that the management had made arrangement in June, 1980 to start supplying of coal and that the concerned workmen were actually supplied free coal in June, 1980 for the month of June, 1980. This part of the evidence of MW-3 appears to be very significant for deciding this case. It appears that after the discussion between the management and the union in respect of free supply of coal, the management took sometime in making arrangement and implementing the supply of free fuel coal to the concerned workmen and in fact the management started supplying free fuel coal to the concerned workmen and supplied the quota for the month of June, 1980 in June, 1980. Ext. M-4 is the register for the supply of free fuel coal. It will show that 6 baskets of coal were supplied to the workmen including the concerned workmen for the month of June, 1980 in the month of June and July, 1980. If the workmen had actually demanded free supply of coal from the month of April, 1979 they would not have accepted only 6 baskets of coal in the month of June, 1980 and they would have demanded the supply of arrears of coal from the month of April, 1979 till May, 1980 along with the free supply of coal which was made to them in June, 1980. The minutes of discussion Ext. M-6 also does not disclose the time from when the free supply of coal was to be made to the workmen and it appears that the union had agreed for time for making arrangement for the free supply of coal to the workmen and the management took sufficient time in making arrangement for the free supply of coal and it actually started the supply of free fuel coal to the workmen in June, 1980. It is, therefore, clear that the management had not agreed to supply free fuel coal to the concerned workmen from the month of April, 1979 when the management of the union had come to a decision after discussion vide Ext. W-6 and that the management was allowed to make necessary arrangement for the supply of free coal to the concerned workmen. In this view of the matter I am of the opinion that there was never an agreement between the management and the union for the supply of free fuel coal from the month of April, 1979.

Admittedly, there were no terms and conditions of service to supply fuel coal to the concerned workmen when they were appointed sometime after 1975. The Coal Wage Board Recommendation which came into force in the year 1967 made certain recommendations regarding supply of free fuel coal in Chapter 15. It was submitted on behalf of the workmen before the Wage Board that supply of free fuel coal was an obligation of the employers which was being denied by many collieries. The Wage Board further recommended that free fuel coal should be supplied to all workers working in the Coal Industries where there was such a practice and where such practice does not exist it should be introduced. The recommendation of the Wage Board regarding supply of free coal was however, not accepted by the Government of India and as such it did not become a condition of service of the workmen. NCWA-I, however provided that free supply of coal where they were supplied freely should continue. The National Coal Wage Agreement No. III in para 11.2.1 deals with free issue of coal. It is stated that the existing system of supply of free coal will continue to the employees in the Collieries/establishments. In the present case it will appear that part of the office of the Data Processing Centre was shifted to Asansol in 1976 with a staff of 11 persons only transferred from Sanctoria and that the additional personnel were recruited after 1975. Admittedly, all the concerned workmen were appointed in the Data Processing Centre at Asansol in or after 1976. It will thus appear that there was no system established for the supply of free fuel coal to the workmen who are appointed in the Data Processing Centre at Asansol. The right of supply of free fuel coal to the concerned workmen were accented by the discussion held with the representative of different union by the management vide Ext. W-6. It will appear from the item No. 4 of W-6 that the union expressed their dissatisfaction over the issue that some of the staff of this Office were getting free fuel coal from nearest collieries whereas other have been barred with this facility. The Union demanded that either the management will think feasibility of opening a coal depot at this Office from where the coal can be distributed to the staff or

arrangement should be made by the management to ensure timely supply of fuel coal to the staff from the nearby Collieries. It appears that before this discussion some of the staff of the Data Processing Centre were getting free supply of fuel coal from the nearest collieries and the same was not supplied from any depot in the Office. It was, therefore, demanded by the union from the management for opening a coal depot at the Office or to make arrangement to ensure timely supply of free fuel coal from the nearby collieries. It was for this reason that the management was considering the feasibility of the above demand of the workmen and the management finally arranged to supply of free fuel coal at the depot to the concerned workmen as well from the month of June, 1980.

WW-2 Shri Biswanath Basu who is one of the concerned workmen is working in the Data Processing Centre at Asansol since March, 1977. He has stated that some of the concerned workmen were appointed in 1973 and that no coal was supplied to the workmen since the time of their appointment. He has stated that employees approached the management for free supply of coal and thereafter they approached the Coal Mines Employees Union to take up their cause and thereafter there was discussion between their union and the management on the supply of free fuel coal and they got free supply of coal in June, 1980. He has further stated that since April, 1981 they are getting regular supply of free fuel coal from a depot in the Office. It will thus appear from the evidence of WW-2 also that no supply of free fuel coal was made to them prior to June, 1980 and that the management agreed to supply free fuel coal after a decision in a discussion between the representative of the different union and the management.

In view of the discussion made above I hold that after the discussion between the management and the union, the management was to make arrangement for the supply of free fuel coal to the concerned workmen and that they could make arrangement to start with the supply of free fuel coal in the month of June 1980. I hold therefore, that the decision arrived at between the management and the union was actually implemented in the month of June, 1980 and as there was no agreement between the parties for the supply of free fuel coal from the month April 1979 I hold that the concerned workmen are entitled to the free supply of coal from the month of June, 1980 since when the agreement for free supply of fuel coal was implemented and impliedly it became a term of employment.

The next question to be discussed is about the quantity of free fuel coal to be supplied to the concerned workmen and whether they are entitled to the money value of arrears of free fuel coal which were not supplied to them after June, 1980. Chapter 15 Section 9 of the Coal Wage Board Recommendation Vol. I shows that the Wage Board recommended that free fuel coal should be supplied to all workmen in the Coal Industries and where such practice does not exist it should be introduced and where free fuel is being supplied, the existing practice, quantity and manner of supply should be continued. Of course this recommendation was not accepted by the Central Government but the management itself had by its Circular Ext. M-1 dated 29-12-73 directed that free supply of fuel coal should be issued to the workers strictly in accordance with the scale stipulated in the Circular. It was, further, stated that monthly rated staff will receive 6 baskets of free fuel coal per month or 12 baskets on every alternate months. It also provided that those workers who are already getting 12 baskets of coal per month and 6 baskets of coal should be continued to get this facility for the present. This facility was bestowed on the workers by the management and that will be now the basis on which the concerned workmen can claim free supply of coal. Admittedly, the concerned workmen did not get supply of free fuel coal from April, 1979 to May, 1980 and that there was no practice of supply of free fuel at Data Processing Centre at Asansol prior to that. The workmen for the first time get supply of free fuel coal in the month of June, 1980 @6 baskets per month which is equivalent to six maunds of coal.

Section 2(rr) of the Industrial Disputes Act, 1947 defines wages. "Wages" means all remuneration capable of being expressed in terms of money, which would, if the terms of employment, express or implied, were fulfilled, be pay-

able to a workman in respect of his employment or of work done in such employment, and includes (ii) the value of any house accommodation, or of supply of light, water, medical attendance or other amenity or of any service or of any concessional supply of foodgrains or other articles. It will appear that the wages consist of many factors, most important being the basic wages, Dearness Allowance and amenities like housing, light fuel etc. As the amenity of free supply of coal is covered under the definition of wages, the concerned workmen are entitled to the supply of arrears of free fuel coal from the month of July, 1980 to February, 1981 which were the months in which the management had not supplied free fuel coal to them. It is open to the management either to give the quantity of arrears of coal to the concerned workmen or to pay its value.

WW-2 has stated that when free coal was not supplied to them, they purchased coal in the market @Rs. 8 to 10 per basket of 40 Kg. There was no evidence on behalf of the management that the coal was selling for less than Rs. 8 to 10 per basket during the period of claim. In my opinion, price of the coal being claimed by the concerned workmen appears to be quite reasonable and I hold that if the management is not able to supply arrears of free fuel coal to the concerned workmen, it is open to them to pay the value of the arrears of free fuel coal of six baskets per month @Rs. 8 per basket for the month of July, 1980 to February, 1981.

It has been submitted on behalf of the management that the concerned workmen are not entitled to the free supply of fuel coal or its value for the months for which there was no supply of free fuel coal to them as much as the same was not a condition of service of the concerned workmen. I have already discussed above that under section 2(rr) of the I.D. Act, 1947 the amenities like fuel is part of wages since the implementation of the decision for the supply of free fuel to the concerned workmen and as such the management is bound to pay the arrears of the said benefit either in the shape of free supply of coal of six baskets per concerned workmen per month or its value @Rs. 8 per basket of coal.

It has been submitted on behalf of the management that the concerned workmen had not made any demand of the free supply of coal before the management and that the union which has spoused their cause does not represent the concerned workmen. WW-1 Shri S. K. Acharva is the organising Secretary of Coal Mines Employees Union who is representing the concerned workmen. He has stated that the Coal Mines Employees Union was registered in 1978 and that the Data Processing employees are the members of this union since 1973-74. He has stated that the concerned workmen are members of his union since 1978. Ext. W-1 is the representation made by the workmen to the manager Management Services, Data Processing Centre, Asansol dated 12-6-78 and is signed by the concerned workmen. It will appear from this representation that they made a demand for supply of free fuel coal from the management. WW-2 Shri Biswanath Basu who is one of the concerned workmen has also stated that they had approached the management for free supply of coal and thereafter they approached the Coal Mines Employees Union, Asansol to take up their cause. Ext. W-6 the notes of discussion dated 12-4-79 between the management and the union, shows that Shri Samiran Chakraborty, General Secretary, Coal Mines Employees Union, S/Shree Swaran Banerjee D. P. Karmakar and S. Das representatives of the Coal Mines Employees Union along with one representative of CMSE Union had represented the workmen in respect of supply of free fuel coal before the representatives of the management. Ext. W-2 dated 5-11-80 is a letter from General Secretary of Coal Mines Employees Union before the AIC(C) Asansol in which a complaint was made regarding supply of free fuel coal even after discussion that the management dated 12-4-79 whereby the management had agreed to supply free fuel coal to the entitled workers. Ext. W-3 dated 8-5-81 is the W. S. filed by the Coal Mines Employees Union on behalf of the concerned workmen before the AIC(C) Asansol in the conciliation proceeding. Ext. W-5 dated 29-5-79 is a letter from the General Secretary of Coal Mines Employees Union to the Chairman-cum-



Managing Director, ECL, Santoria by which a strike notice was given in respect of different demand including supply of free fuel coal of 8 baskets to each workers to the Data Processing Centre at Asansol. Ext. W-7 dated 31-5-79 is a letter from the Chairman-cum-Managing Director, ECL, Santoria to Shri Sanjivan Kumar Chakraborty, General Secretary, Coal Mines Employees Union which was sent in reply to Ext. W-5 to the Secretary of Coal Mines Employees Union. It will appear from item No. 4 of Ext. W-7 that the management was contacting the General Manager, Sripur area for supply of coal from colliery to the employees of Data Processing Centre. It will appear from the above documents that the concerned workmen as well as Coal Mines Employees Union had represented before the management in respect of the demand for supply of free fuel coal of 8 baskets per month. It is significant to note that the management had held discussions vide Ext. W-6 with the representative of Coal Mines Employees Union in respect of the demand of free supply of coal and had also made correspondence with the General Secretary of Coal Mines Employees Union. In view of the above documents I do not think that it was proper for the management to raise such an objection which was answered from their own documents.

I, hold, therefore, that the concerned workmen and their union Coal Mines Employees Union had made a demand for the supply of free fuel coal of 8 baskets from the management and that the management being satisfied with the representative capacity of the said union had negotiated with the union and had arrived at a decision and that when the decision was not implemented, the union raised the question before the AIC(C) Asansol. It has to be held that the union had locus-standi to raise the industrial dispute relating to the concerned workmen.

In view of the facts, evidence and circumstances discussed above, I hold that the management of Data Processing Centre Office of M/s. E.C.L. is not justified in not supplying the six baskets of coal per month from July, 1980 to February, 1981. I further hold that the management was justified in not supplying free fuel coal from April, 1979 to May, 1980 @ 8 baskets of coal per month. I also hold that the management should either supply free fuel coal to the concerned workmen @ 6 baskets per month or to pay its value @ Rs. 8 per basket to the concerned workmen for the month of July, 1980 to February, 1981. In view of the fact that the entire reference has not been decided in favour of the concerned workmen, the parties to bear their won cost.

This is my Award.

[No. L-19012(20)/81-D.IV (B)]  
I. N. SINHA, Presiding Officer

New Delhi, the 11th June, 1984

S.O. 2036.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Barmandia Colliery of M/s. Eastern Coalfields Ltd., and their workmen, which was received by the Central Government on the 5th June, 1984.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference 19 of 1982

#### PARTIES :

Employers in relation to the management of Barmandia Colliery of Messrs Eastern Coalfields Limited

AND

Their Workmen.

#### PRESENT :

Mr. Justice M. P. Singh, Presiding Officer.

320 GI/84-8

#### APPEARANCES :

On behalf of Employer—Mr. B. N. Lala, Advocate.

On behalf of Workmen—Mr. Nur Alikhan, Organising Secretary of the Union.

STATE : West Bengal

INDUSTRY : Coal.

#### AWARD

By order No. L-19012(19)/82-D.IV(B) dated 18th May, 1982, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Agent, Barmandia Colliery, of Messrs Eastern Coalfields Ltd., Post Office Kanyapur (Burdwan) in superannuating Sri Prafulla Bhui, Timber Mazdoor with effect from 14-8-81 is justified? If not, to what relief the workman is entitled?"

2. Heard parties and perused the terms of settlement. The settlement is just, fair and for interest of both the parties. I accept it and pass an award in terms thereof. The reference is thus disposed of in terms of the settlement dated 25-5-1984. The compromise petition shall form part of this award and marked as annexure "A".

This is my award.

Dated, Calcutta, 28th May, 1984.

M. P. SINGH, Presiding Officer  
[No. L-19012(19)/82-D.IV (B)]

BEFORE THE HON'BLE PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CALCUTTA

Reference No. 19 of 1982

#### PARTIES :

Employers in relation to the management of Barmandia Colliery of Eastern Coalfields Ltd.

AND

Their workman

Joint petition of compromise

The humble petition of both the parties herein concerned most respectfully sheweth :

1. That the above matter is fixed for hearing on 28-5-84.

2. That the parties, in the meantime, have been negotiating the instant matter mutually, and have settled the instant matter on the following terms :

(i) That Shri Prafulla Bhui, the concerned workman, will be allowed duty within three days from the date, this settlement takes effect and his date of birth will be recorded as 1925 in the records of the Company and the concerned workman will be superannuated as on 1-7-85.

(ii) That the concerned workman for the period of his non-employment arising out of the instant matter, will be paid a consolidated sum equivalent to the fifty per cent of the basic pay and the dearness allowance which the concerned workman was drawing at the relevant date on 13-8-81 to the date of resumption of duty, the said payment will be made within one month of joining his duties.

(iii) That the period of non-employment arising out of the instant matter will be counted for the purpose Gratuity and for nothing else.

(iv) That by this settlement the instant matter is full and finally resolved.

(v) That both the parties agree that this settlement will be effective as from the date the Hon'ble Tribunal accepts this settlement and passes an award in terms thereof.

3. Both the parties pray that the Hon'ble Tribunal may be pleased to accept this settlement as fair and proper and may be further pleased to pass an award in terms of the settlement.

And for this act of kindness, both the parties as in duty bound, shall ever pray.

Dated this the 25th day of May, 1984.

Sd/-

Sd/-

For and on behalf of  
the workman

For and on behalf of the  
Employer

SHRI PRAFULLA KUMAR BHUIN

S.O. 2037.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of M/s. Bharat Coking Coal Limited, Calcutta and their workmen, which was received by the Central Government on the 5th June, 1984.

# CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 76 of 1980

## PARTIES :

Employers in relation to the management of  
Messrs Bharat Coking Coal Limited,  
Calcutta.

AND

Their Workmen.

## PRESENT :

Mr. Justice M. P. Singh—Presiding Officer.

## APPEARANCES :

On behalf of Employers—Mr. R. S. Murthy,  
Advocate.

On behalf of Workmen—Mr. P. K. Chatterjee,  
Advocate.

STATE : West Bengal. INDUSTRY : Coal.

## AWARD

By Order No. L-19011(2)/80-D-IV(B) dated 8/9th September, 1980, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management in relation to the Deputy Chief Sales Manager, Bharat Coking Coal Limited, Calcutta, in taking into account the elements of House Rent and City Compensatory Allowances, and in calculating wages on the basis of total wage divided by 26 days instead of the actual days in the month for purposes of

deduction of one day's wages of employees for observing a token strike on 14-9-1979, is legal and justified? If not, to what relief are the concerned employees entitled?”

2. Sri P. K. Chatterjee, advocate for the union does not challenge the validity of the action of the management of the Bharat Coking Coal Limited, Calcutta Office in deducting one day's wages of the employees for the day of the token strike on 14th September 1979. But his argument is that in calculating one day's wages it was not open to the management to take into account House Rent Allowance and City Compensatory Allowance and it was also not open to them to calculate it by dividing the total wage of the month by 26 instead of the actual days of the month, that is 30. I will deal with the two matters separately.

3. First, I will take up the second matter, viz., whether the total wage of the month of September should have been divided by 30 (September being of 30 days) and not by 26 for purposes of calculating one day's wages which were not paid to the employees. Sri Chatterjee submits that an employee gets monthly wages on the basis of the actual days of the particular month, that is, on the basis of calendar days of a particular month and hence the management in the instant case should have calculated one day's wages on 30 days basis because the month of September in which the strike was observed comprised of 30 calendar days. On the other hand Mr. Murthy, advocate for the management contended that the management was justified in dividing the total wages of the month by 26 instead of 30 because an employee earns the monthly wages for working only 26 days in a month, the rest four days (Sunday) being rest days for which no payment is made. He points out that extra wages are paid for working on Sunday which is a rest day. So he submits that if an employee does not work on a particular day, he will lose 1/26th of the monthly wages and not 1/30th.

In my opinion Mr. Murthy is right. His contention is reasonable and is also supported by authorities. In 1979 Lab IC 1071 Krika Shankar Verma v. Depot Manager, Jabalpur Depot, M.P. State Road Transport Corporation, the Madhya Pradesh High Court has held (at page 1072) :

“Wages are remuneration which are payable to a person in respect of his employment or work done in such employment. The cases where a workman is paid at daily-rate present no difficulty. However, when payment is made on monthly scale of pay, the daily rate of wages for a worker can be obtained only by dividing the amount of basic wages and dearness allowance for 30 days by 26. This is done because the workman is entitled to 4 days as weekly rest during which period he does not work, a Workman actually gets monthly wages for the work done only for 26 days. Thus for a workman it is the actual receipt for 26 days which is his monthly scale of pay i.e., 30 days' wages. Therefore, a day's wages should mean the result obtained by dividing the monthly basic pay plus dearness allowance by actual number of working days i.e., 26 days.

As the transport worker gets monthly wages only for the actual number of working days, it is clear that for the weekly day of rest he is not paid any amount. The monthly scale of pay admissible to him is the amount for the work done for 26 days in the month. He is, therefore, not paid for the day of rest. Necessarily, therefore, when a transport worker works on the day of rest, he is entitled to double the daily rate of wage which is to be calculated in the manner stated above."

That was a case in which motor transport workers claimed extra wages in respect of work done by them on the day of rest. It was held by a division bench of the Madhya Pradesh High Court that they would be entitled to an amount double his daily wages and that the daily wage could be obtained by dividing the total wage for 30 days by 26. The principles laid down in that case and the manner of calculation of one day's wages were followed in a similar case by a division bench of the Orissa High Court in *District Transport Manager v. Presiding Officer, Labour Court, Orissa*, 1984 Lab IC 125. This case has relied on two Supreme Court cases relating to payment of gratuity (*Delhi Cloth and General Mills Co. Ltd. v. Workmen*, 1970 Lab IC 787 and *Shri Digvijay Woolen Mills Ltd. v. Mahendra Prataprai Buch*, 1980 Lab. IC 1052 : 1980 II LLJ 2522. In my opinion the same manner of calculation of one day's wages should be adopted in the instant case. I follow the same. Accordingly I hold that the Bharat Coking Coal Ltd., Calcutta Office was right in dividing the total monthly wage by 26. I reject the contention of Sri Chatterjee. It may be mentioned here that Mr. Murthy also referred to the decision in *Algemene Bank Nederland, N.V. v. Central Government Labour Court Calcutta and others*, 1978 II LLJ, 117, in order to show that when an employee absents from work on any day there no question of deduction of any wages, the proper approach being that the employee does not earn for that day. On the other hand Sri Chatterjee appearing for the workmen cited the case of *Monoj Kanti Bose and others v. Bank of India and others*, 1977—II LLJ, 285 and contended that if an employee is absent from duty on a particular day the bank cannot deduct his wages on pro rata basis as the contract of employment is not divisible. In my opinion neither of these two decisions has any bearing on the point and they are not helpful in deciding the instant dispute. As already pointed out the total monthly wage in the present case was rightly divided by 26 and not by 30.

4. As regards the first point the question is whether the House Rent Allowance and City Compensatory Allowance are included in the definition of wages Sri P. K. Chatterjee argued that they do not form part of the wages of the employees of the Bharat Coking Coal Ltd. as per terms of clause 2.1 of the NCWA I and II. The present case is concerned with clause 2.1 of the NCWA-II which is below :

"Components of wage :

2.1 The wage structure of employees in the coal mining industry shall consists of :—

(a) Basic Wage.

- (b) Attendance Bonus at 10 per cent of the basic wage.
- (c) Computed fringe benefits on Attendance Bonus such as Provident Fund Contribution, exgratia payment in lieu of profit sharing bonus and gratuity etc. which will referred to as Special Dearness Allowance and which will be allowed at the rate of 17.95 per cent on Attendance Bonus or 1.795 per cent of the basic wage.
- (d) Fixed Dearness Allowance of Rs. 68.20 per month or Rs. 2.623 per day.
- (e) Variable Dearness Allowance linked to the All India Consumer Price Index Number for industrial workers (base 1960=100) adjustable quarterly depending on the rise or fall of Consumer Price Index No. above 327."

On the basis of the above Sri Chatterjee submitted that the wage of an industrial worker in coal industry consists only of four elements : (i) basic wage, (ii) attendance bonus, (iii) fixed dearness allowance and (iv) Variable Dearness Allowance and that no other element like House Rent Allowance and City Compensatory Allowance can be considered as being included in the conception of wages in coal industry. He urged that the Bharat Coking Coal Ltd., Calcutta Office had acted illegally and arbitrarily and against the practice followed in coal industry in taking into account House Rent Allowance and City Compensatory Allowance for the purposes of deducting one day's wages in respect of the day of token strike on 14th September 1979. He further contended that the payment of Wages Act, excluded house rent allowance and city compensatory allowance from the definition of wages. I do not agree with the contention of Sri Chatterjee. "Wages" as defined in section 2(rr) of the Industrial Disputes Act, 1947 is as under :

2(rr) "wages means all remuneration capable of being expressed in terms of money, which would, if the terms of employment, expressed or implied, were fulfilled, be payable to a workman in respect of his employment or of work done in such employment, and includes—

- (i) such allowances (including dearness allowance) as the workman is for the time being entitled to;
  - (ii) the value of any house accommodation, or of supply lights, water, medical attendance or other amenity or of any service or of any concessional supply of food grains or other articles ;
  - (iii) any travelling concession;
- but does not include—
- (a) any bonus;
  - (b) any contribution paid or payable by the employer to any pension fund or provident fund or for the benefit of the workman under any law for the time being in force;
  - (c) any gratuity payable on the termination of his service;"

On a perusal of the above it is clear that it includes the value of house accommodation. It includes allowances; it means all remuneration capable of being expressed in terms of money payable to a workman in respect of his employment. The definition of 'wages' in section 2(rr) is thus wide. In my opinion it includes house rent allowance and city compensatory allowance also. Mr. Chatterjee in fact did not seriously challenge this position in law as contained in section 2(rr) but he submits that NCWA-II will govern the coal industry and not 2(rr). I do not agree. I may mention some authorities. In *Bennett Coleman & Co. (P) Ltd. v. Punya Priya Das Gupta*, 1969—II LLJ 554(SC) where an employee was paid a fixed monthly car allowance, free telephone and newspapers it was held that the monthly fixed car allowance, the estimated monetary value of the free telephone and the free supply of newspapers were component parts of wages as defined in section 2(rr) if the Industrial Disputes Act for the purpose of computing gratuity due to the employee. In *ESIC, Hyderabad v. Ardhra Pradesh Paper Mills Ltd.* and others, 1978 I LLJ 469 one of the questions was as to whether the house rent allowance paid under a settlement to an employee constituted wages under section 2(22) of the Employees State Insurance Act, 1948. A full bench of the Andhra Pradesh High Court held that it was a part of wages as defined in the said section. That section defined wages in this terms :

" 'Wages' means all remuneration paid or payable, in cash to an employee, if the terms of the contract of employment, express or implied, were fulfilled and includes any payment to an employee in respect of any period of authorised leave, lock-out, strike which is not illegal or lay-off and other additional remuneration, if any, paid at intervals not exceeding two months, but does not include—

(a) any contribution paid by the employer to any pension fund or provident fund, or under this Act ;

(b) any travelling allowance or the value of any travelling concession ;

(c) any sum paid to the person employed to defray special expenses entailed on him by the nature of his employment ; or

(d) any gratuity payable on discharge ;"

On a perusal of the above it will appear that in that Act also wages meant all remuneration paid or payable in cash to an employee if the terms of the contract of employment were fulfilled. In the present case also the house rent allowance is payable under settlement and it has been paid under a settlement. Ext W-1 is a settlement under section 12(3) of the Industrial Disputes Act 1947. Clause (iv) of that agreement is in this terms "House Rent Allowance shall be payable at the rate of 25 per cent of the basic pay, including personal pay for the staff at Calcutta." The city compensatory allowance is also paid @6% of the basic of NCWA II.] WW-1 Sukdeb Sarkar admits in his cross-examination that para 11.5.1 of the NCWA-II provides for payment of city compensatory allowance of 6 per cent of basic pay and personal pay, if any. He also admits in cross-examination in addition to what is mentioned

in para 2.1 the employees are entitled to many other types of allowances. He also admits that NCWA-II provides by para 8.3.3 that status quo will be maintained in the House Rent Allowance. His evidence, thus shows that House Rent Allowance and City Compensatory Allowance are payable under NCWA. It is thus clear that house rent allowance and city compensatory allowance are paid per month under a settlement. In such a situation these two elements are also, I think, form part of the wages within the meaning of section 2(rr) of the Act.

5. Sri P. K. Chatterjee appearing for the union heavily relied on clause 2.1 of the National Coal Wage Agreement II as stated above. It is not very clear as to for what actual purpose, only those components of wage were mentioned therein. One possible reason may be that under that agreement, wages have to be paid not only to monthly rated but also to daily rated and piece rated workers. Ordinarily house is not provided to daily rated or piece rated workers and hence house rent allowance or city compensatory allowance have not been included therein. There is, however provision for House Rent Allowance in clause 8.3.1 of NCWA-II of 1979. Any way no agreement between any parties can over-ride the statutory definition. I have already pointed out that section 2(rr) of the Industrial Disputes Act 1947 defines wages in wide terms and it includes House Rent Allowance and City Compensatory Allowance as well. In the circumstances there is nothing wrong if the management took into account these elements also in calculating one day's wages for the purposes of deducting the same from the monthly wage of their employees.

6. Before I part with this award I would like to mention about the evidence on record oral and documentary. The union has examined one witness WW-1, Sukdeb Sarkar. He is the assistant secretary of the union. He has deposed about the four elements of wage structure mentioned in clause 2.1 of the NCWA. He has also said that on earlier occasions the management had deducted the wages for strike period on calendar month basis and by dividing the monthly wage by the actual days of the month. There is no document on record to support this statement. From his evidence in cross-examination it is clear that House Rent Allowance and City Compensatory Allowance are payable under NCWA. The management has not examined any witness. It has filed only two documents M-1 and M-2 which are NCWA I and II. So far as the documents of the union (Exts W-1 to W-16) are concerned most of them are not of much assistance in deciding the issue in question. Ext W-1 is the agreement under section 12(3) of the Industrial Disputes Act, 1947 between the management of the Bharat Coking Coal Ltd. and their employees in respect of general matters of service conditions. Exts W-2 and W-3 are extracts of 2.1 of NCWA. Exts W-4 and W-5 of 1979 are letters between union and the management as to how the deduction of one day's wages should be made. Exts. W-6 to W-13 are letters between Assistant Labour Commissioner and the parties relating to the dispute in question. Ext. W-13 is letter by the administrative officer to the union. Ext. W-14 dated 29 February 1980 is the failure report sent by the Asstt. Labour Commissioner to the Government of India. Ext W-15 shows that it was received by the Government. W-16 is the present order of reference. It is thus clear that the two questions involved in

the reference are mainly to be resolved by legal principle which I have already done and that except the NCWA, the other documents are not of much use in deciding the exact point mentioned earlier.

7. For the reasons given above I hold that the action of the management in relation to the Deputy Chief Sales Manager, Bharat Coking Coal Limited, Calcutta, in taking into account the element of house rent and city compensatory allowance, and in calculating wages on the basis of total wage divided by 26 days instead of the actual days of the month for the purpose of deduction of one days wages of employees for observing a taken strike on 14-9-1979, is legal and justified. It follows that the concerned workmen are not entitled to any relief.

Calcutta,  
Dated : 28th May, 1984.

M. P. SINGH, Presiding Officer  
[No. L-19011(2)/80-D.IV (B)]

New Delhi, the 16th June, 1984

S.O. 2038.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Seetalpur Colliery of M/s. E. C. Ltd., P.O. Dishergarh, Distt. Burdwan and their workmen, which was received by the Central Government on 9-6-1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 8/82

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Seetalpur Colliery of M/s. Eastern Coalfields Ltd., Burdwan.

AND

Their workmen.

APPEARANCES :

For the Employers—Sri B. N. Lala, Advocate.

For the Workmen—Sri P. N. Ojha.

INDUSTRY : Coal STATE : West Bengal

Dated, the 4th June, 1984

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(65)/81-D.IV (B) dated the 23rd January, 1982.

SCHEDULE

“Whether the demand of the workmen of Seetalpur Colliery of M/s. Eastern Coalfields Ltd. Burdwan for designating Sri Hosila Choubey as Stone Cutter Supervisor in the appropriate grade and scale is justified? If so, to what relief is the workman concerned entitled and from what date?”

2. On 29-5-1984 both the parties have filed a joint petition of compromise duly signed on their behalf with a prayer that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

Enc : Settlement

J. N. SINGH, Presiding Officer

[No. L-19012(65)/81-D. IV. B]

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NO. 3, DHANBAD

Reference No. 8 of 1982

PARTIES :

Employers in relation to the management of Seetalpur Colliery of Eastern Coalfields Ltd.

AND

Their Workman.

Joint Petition of compromise :

The humble joint petition of the parties, herein concerned most respectively sheweth :

1. That the above matter is fixed for hearing on 29th May, 1984.

2. That the parties, in the meantime negotiated the instant matter mutually and have settled the instant matter on the following terms :

(i) That Shri Hosila Choubey, the workman herein concerned will be converted from Piece rated Stone Cutter to Munshi in Clerical Grade-II with effect from 3-5-84.

(ii) That the basic pay of the concerned workman after conversion as stated in the foregoing paragraph will be fixed by the associated finance of the company.

(iii) That the concerned workman shall have no claim, whatsoever for any past wages or benefits.

(iv) That by this settlement the instant matter is fully and finally resolved.

(v) That this settlement will take effect on the date the settlement is accepted by the Hon'ble Tribunal.

3. That both the parties pray that the Hon'ble Tribunal would be pleased to accept the settlement as fair and proper and may be further pleased to pass an award in terms of the settlement.

Prayer :

Both the parties pray that the Hon'ble Tribunal may be pleased to pass an order accordingly.

And for this act of kindness, both the parties, as in duty bound, shall ever pray.

Dated this the 29th day of May 1984.

Sd/- (Illigible)

For and on behalf of the workmen.

For and on behalf of the employers.

J. N. SINGH, Presiding Officer

S.O. 2039.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Sedepur Colliery of M/s. E. C. Ltd., P.O. Sunderchak (Burdwan) and their workmen, which was received by the Central Government on the 8th June, 1984.

BEFORE THE CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 47/83

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Sodepur Colliery of M/s. Eastern Coalfields Ltd., P.O. Sunderchak, Dist. Burdwan.

AND

Their workman

APPEARANCES :

For the Employers—Sri B. N. Lala, Advocate.

For the Workman—None.

STATE : West Bengal

INDUSTRY : Coal.

Dated, the 4th June, 1984

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012/(19)/83-D.IV(B) dated the 25th November, 1983.

SCHEDULE

"Whether the action of the Agent, Sodepur Colliery, M/s Eastern Coalfields Ltd., P. O. Sunderchak (Burdwan) in superannuating Sri Gaffur Mia, Stone Cutter w.e.f. 1-7-1982 is justified? If not, to what relief the workman is entitled?"

2. On 30-5-1984 both the parties have filed a joint petition of compromise duly signed on their behalf with a prayer that an award be passed in terms of the settlement.

3. I have gone through the terms of the settlement which are beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

Enc : Settlement

J. N. SINGH, Presiding Officer.

[No. L-19012(19)/83-D.IV (B)]

S. S. MEHTA, Desk Officer

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NO. III DHANBAD

Reference No. 47 of 1983

PARTIES :

Employers in relation to the management of Sodepur Colliery of Eastern Coalfields Ltd.

AND

Their workman.

Joint petition of compromise :

The humble petition of both the parties herein concerned most respectively sheweth :

1. That the above matter is fixed for hearing on 30-5-84.

2. That the parties herein concerned mutually negotiated the instant dispute and without prejudice to their respective contentions made in their written statements, have arrived at a settlement of the instant matter on the following terms:

(i) The management will now allow the workman concerned to appear before the Medical Board/Area Age Determination Committee of the Sodepur Area of the Company and both the parties agree that

the decision of the said medical board/Age Determination Committee shall be binding on both the parties.

(ii) Both the parties agree that the concerned workman shall superannuate on his attaining the age of 60 years as per finding of the medical board/Age Determination Committee as stated in the foregoing para, and in case, the workman concerned is found by the said committee to be of less than sixty years of age as on the date of its examination the concerned workman will be allowed to resume duty and will superannuate on the attainment of 60 years of age, and in case, the concerned workman is found by the committee to be of 60 years or more as on 1-7-82 (he will be deemed to superannuate as on 1-7-82, and in any other finding of the said committee about the age of the concerned workman, he will superannuate on the basis of such finding on his attainment of the age of 60 years.

(iii) In case, in accordance with the finding of the said committee there occur any period of non-employment of the concerned workman arising out of his superannuation as on 1-7-82, the concerned workman will be paid an amount equivalent to the fifty per cent of the basic pay and the dearness allowance as was paid to the concerned workman as on 1-7-82 as consolidated amount in three instalments in three months following this settlement. The workman shall not be entitled to any other payment whatsoever for the period of his idleness arising out of the instant matter.

3. Both the parties agree that by this settlement the instant matter is fully and finally settled and that this settlement will take effect as on the date this is accepted by the Hon'ble Tribunal.

PRAYER

Both the parties pray that the Hon'ble Tribunal may be pleased to accept this settlement and pass an award in terms of this settlement.

And for this act of kindness, both the parties as in duty bound, shall ever pray.

Date : 30-5-84.

Sd/- (Illegible)

For and on behalf of the Workman.

Sd/- (Illegible)

V. N. KALRA, Agent

For and on behalf of the Employers.

New Delhi, the 12th June, 1984

S.O. 2040.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award under Section 33A of the Industrial Disputes Act, 1947 of the Industrial Tribunal Bhubaneswar in the industrial dispute between the employers in relation to the management of Baula Chromite Mines M/s. Ferro Alloys Corporation, P.O. Dhanurajayapur, Dist. Keonjhar and them workmen, which has been received by the Central Government.

INDUSTRIAL TRIBUNAL ORISSA, BHUBANESWAR

PRESENT :

Shri J. M. Mahapatra, M.Com., LL.B.,

Presiding Officer,

Industrial Tribunal Orissa,

Bhubaneswar.

Dated Bhubaneswar, the 8th May, 1984

Miscellaneous Case No. 1 of 1980(C) (33-A)

BETWEEN

Shri Naren Ho, workman

At : Khadan Hat,  
P.O. Dhanurjayapur,  
Dist. Keonjhar.

—Applicant

AND

The Management of Baula Chromite  
Mines, M/s. Ferro Alloys  
Corporation, P.O. Dhanurjayapur,  
(Via : Hudgarh), Dist. Keonjhar

—Opposite party

Miscellaneous Case No. 2 of 1980 (C) (33-A)

BETWEEN

Shri Nara Patra, workman,

At/P.O. Padhiaripalli  
Dis. Keonjhar.

—Applicant

AND

The Management of Baula Chromite  
Mines, M/s. Ferro Alloys  
Corporation, P.O. Dhanurjayapur,  
(Via : Hudgarh), Dist. Keonjhar

—Opposite party

Miscellaneous Case No. 3 of 1980 (C) (33-A)

BETWEEN

Shri Kanda Patra, workman,

At/P.O. Padhiaripalli,  
Dist. Keonjhar.

—Applicant

AND

The Management of Baula Chromite  
Mines, M/s. Ferro Alloys  
Corporation, P.O. Dhanurjayapur,  
(Via : Hudgarh), Dist. Keonjhar

—Opposite party

Miscellaneous Case No. 4 of 1980 (C) (33-A)

BETWEEN

Shri Adikanda Maddhei,

At : Baniapana,  
P.O. Padhiaripalli,  
Dist. Keonjhar

—Applicant.

AND

The management of Baula Chromite  
Mines, M/s. Ferro Alloys  
Corporation, P.O. Dhanurjayapur,  
(Via : Hudgarh), Dist. Keonjhar.—Opposite  
party

Miscellaneous Case No. 5 of 1980 (C) (33-A)

BETWEEN

Shri Chakradhar Patra,

At/P.O. Padhiaripalli,  
Dist. Keonjhar.—Applicant  
—Opposite party

AND

The Management of Baula Chromite  
Mines, M/s. Ferro Alloys Corporation,  
P.O. Dhanurjayapur, (Via : Hudgarh),  
Dist. Keonjhar.

—Opposite party

Miscellaneous Case No. 6 of 1980 (C) (33-A)

BETWEEN

Shri Mahendra Patra, workman,  
At : Aturikona, P.O. Padhiaripalli,  
Dist. Keonjhar.

—Applicant

AND

The Mangement of Baula Chromite  
Mines, M/s. Ferro Alloys Corporation,  
P.O. Dhanurjayapur, (Via : Hudgarh),  
Dist. Keonjhar

—Opposite party

Miscellaneous Case No. 7 of 1980 (C) (33-A)

BETWEEN

Shri Natha Patra, workman

At : Aturikona, P.O. Padhiaripalli  
Dist. Keonjhar .

—Applicant

AND

The Management of Baula Chromite  
Mines, M/s. Ferro Alloys Corporation,  
P.O. Dhanurjayapur, (Via : Hudgarh),  
Dist. Keonjhar.

—Opposite party

Miscellaneous Case No. 8 of 1980 (C) (33-A)

BETWEEN

Shri Baidhara Patra, workman,

At : Aturikona, P.O. Padhiaripalli,  
Dist. Keonjhar.

—Applicant

AND

The Maagement of Baula Chromite  
Mines, M/s. Ferro Alloys. Corporation,  
P.O. Dhanurjayapur, (Via : Hudgarh),  
Dist. Keonjhar

—Opposite party

Miscellaneous Case No. 9 of 1980 (C) (33-A)

BETWEEN

Shri Raghunath Giri, workman,

At/P.O. Dhanurjayapur,  
Dist. Keonjhar

—Applicant

AND

The Management of Baula Chromite  
Mines, M/s Ferro Alloys Corporation,  
P.O. Dhanurjayapur, (Via : Hudgarh),  
Dist. Keonjhar.

—Opposite-party

Miscellaneous Case No. 10 of 1980 (C) (33-A)

BETWEEN

Shri Jaladhar Naik, workman,

At : Jadabanka, P.O. Padhiaripalli,  
Dist. Keonjhar.

—Applicant

AND

The Management of Baula Chromite  
Mines, M/s. Ferro Alloys Corporation,  
P.O. Dhanurjayapur, (Via : Hudgarh),  
Dist. Keonjhar

—Opposite party

Miscellaneous Case No. 11 of 1980 (C) (33-A)

BETWEEN

Shri Guru Charan Patra, workman,

At : Bausagadia, P.O. Haripur,  
Dist. Balasore.

—Applicant

AND

The Management of Baula Chromite  
Mines, M/s. Ferro Alloys Corporation,  
P.O. Dhanurjayapur, (Via : Hudgarh),  
Dist. Keonjhar

—Opposite party

Miscellaneous Case No. 12 of 1980 (C) (33-A)

BETWEEN

Shri Raghunath Patra, workman,

At : Aturikona, P.O. Padhiaripalli,  
Dist. Keonjhar.

—Applicant

AND

The Management of Baula Chromite  
Mines, M/s. Ferro Alloys Corporation,  
P.O. Dhanurjayapur, (Via : Hudgarh),  
Dist. Keonjhar

—Opposite party

Miscellaneous Case No. 13 of 1980 (C) (33-A)

BETWEEN

Shri Sanatan Patra, workman,

At : Aturikona, P.O. Padhiaripalli,  
Dist. Keonjhar,

—Applicant



## AND

The Management of Baula Chromite  
Mines, M/s. Ferro Alloys Corporation,  
P.O. Dhanurjapur, (Via : Hudgarh),  
Dist. Keonjhar

—Opposite party

## APPEARANCES :

Shri P. C. Ghareli,  
President,  
Baula Chromite Mines

Workers' Union

—For the applicants

Shri Ranjit Ray

Advocate.

—For the opposite party

## AWARD

These 13 cases under Section 33-A of the Industrial Disputes Act, 1947 (briefly the Act) were heard together, the facts giving rise to these cases are the same and the same set of evidence has been given in all the 13 cases. As the cases are identical in nature, they are being disposed of by this common Award which would govern all the cases.

2. The cases of the workmen, which are identical, are that they were the workmen under the opposite-party management of Baula Chromite Mines. The management opposite-party without taking resort to the provisions of Sec. 33(2)(b) of the Act disengaged these workmen from 6-1-1980, and hence the present petitions. It is averred that the applicants were neither issued any show-cause, nor were any departmental enquiries conducted against them. It is further averred that as industrial Dispute cases 8 of 1977 and 1 of 1980 were pending at the material time, they were concerned workmen in those cases. The applicants have prayed for reinstatement with full back wages.

3. The case of the management opposite-party in all the cases may be briefly stated thus. It is contended that the applications are not maintainable and liable to be dismissed in limine. On facts it is averred that on 18-12-1979, the applicants left their place of work in the mines unauthorisedly, went to the departmental washing yard and obstructed the road leading to the dumping yard by putting stones, boulders at about 10.15 A.M. Loaded trucks were not allowed to pass through and the normal functioning of the heavy earth machinery came to halt. It is averred that the applicants and some others incited the workmen to assemble on the road and stopped the mining activities and the vehicles of the company. The then Mines Manager Shri G. R. Tibrewala along with his staff went to the spot on hearing about this incident and enquired of the workmen about the reasons for the aforesaid incident. The applicants and others replied that the vehicles would not be allowed to move and the mining operations would not be allowed to continue until the management accepted their demands, namely, withdrawal of the police cases lodged against some of the workmen in June, 1979, payment of Rs. 1000 in cash to meet the expenses for defending them in court, providing vehicle to go to Anandapur Court for attending cases and to instruct the staff members not to give evidence against them in the cases. It is averred that thereafter the applicants and others gharaoed the Mines Manager and the staff stating that they would not leave the gharao until the aforesaid demands were acceded to. When the Manager refused to agree and asked them to go to their respective working places, the applicants and others not only refused to comply with the lawful orders of the Manager, but also assaulted the Manager Shri Tibrewala, the two Assistant Mines Managers Shri M. C. Agarwala and Shri S. K. Biswas and the two mining mates Shri J. P. Das and Shri B. Roy Choudhury and the Head Security Guard, resulting in bleeding injuries to some of them. Some of the workmen also pelted stones at them. The applicants thereafter ran away from the spot seeing bleeding injuries on the person of Shri M. C. Agarwala and Shri J. P. Das. It is averred that the aforesaid incidents were grave in nature and contravened the standing Orders of the company. As the situation warranted immediate and drastic action, the applicants in all the 13 cases were served with orders of dismissal dated 5-1-1980. The management also sent their monthly wages by M. O., but the applicants refused to accept the same. It is further averred that the management lodged a complaint with the local police with regard to the acts of violence and rowdiness of the workmen. As the situation prevailing on 18-12-1979 continued for some days, the management also intimated the

Collector and S. P. Keonjhar about the incidents by telegraphic communications. The O.I.C., Soso P.S., was also intimated about the incidents from time to time. It is averred that the applicants were not entitled to any relief.

4. My predecessor in office by his order dated 9-4-1981 had dealt with the question of maintainability which was canvassed by the management. He held that the petitions could not be dismissed in limine and that the entire case regarding the workmen's interest in the main case and the propriety of the action taken against them should be gone into. Thereafter the hearing of the case on merits commenced. During the hearing of the case one witness for the applicant, namely, the applicant himself in all the individual cases had been examined, and on the side of the management opposite-party two witnesses Shri S. K. Biswas, Assistant Mines Manager and Shri G. R. Tibrewala, the then Mines Manager have been examined. The documents Exts. A to JJ have been admitted into evidence and marked as Exhibits on the side of the management.

5. Before going into the merits of the case, I would like to discuss the three conditions which are necessary to be fulfilled to maintain an action under Section 33-A of the Act. The first requisite is that the applicant should be a workman within the definition of Section 2(s) of the Act. he should be a workman concerned in the pending dispute and thirdly, he should be aggrieved by the alleged contravention of Sec. 33 by the employer. In this case the management does not dispute the first and third pre-requisites enumerated above. The management contends that the workmen are not concerned in the pending dispute, viz., I. D. Case No. 8 of 1977 and I.D. Case No. 1 of 1980. I. D. Case No. 8 of 1977 was filed by the workmen for revision of wages. It is admitted by O.P.W.1 Shri Biswas that the 13 workmen would have got the benefit of the Award in the aforesaid I.D. Case No. 8 of 1977 if they had not been dismissed. O.P.W. No. 2 Shri Tibrewala has also admitted that by the date of the incident, I.D. Case No. 8 of 1977 was pending before this Tribunal concerning the revision of wages of the piece-rated workers, and that the Award in the aforesaid reference was passed on 21st July, 1980. From the evidence discussed above, there cannot, therefore, be any doubt that the complainants in all the 13 cases were not the concerned workmen in the pending disputes. As stated earlier, the management does not dispute that the applicants were workmen under it at the material time, and that it did not take resort to the provisions of Sec. 33(2)(b) of the Act before terminating their services. I would, therefore, hold that there is contravention of the provisions of Sec. 33(2)(b) of the Act and as such, the applications under Sec. 33-A of the Act are all maintainable. The next question is to deal with the merits of the orders of dismissal passed by the management against the 13 applicants. The position of law is well settled that in an enquiry under Sec. 33-A the first issue to decide is about the contravention of Sec. 33 of the Act by the employer which is the cause of action for the employee to file an application under Section 33-A of the Act. After the foundation is laid for the exercise of the power to adjudicate upon a dispute under Section 33-A of the Act, the Tribunal is to go further to deal with the merits of the case for justification of the order of discharge/dismissal. In other words, after the contravention of Section 33 is proved, it would be still open to the employer to justify the impugned dismissal on merits. In view of the legal perspective discussed above, I would now proceed to discuss the evidence adduced on the merits of the case.

6. The applicants in all the cases have merely given denial evidence in stating in a general way that they are innocent. And that they did not create any trouble for the management. They have denied the suggestion that on 18th December, 1979 they created disturbances in the mining area as alleged against them. The O.P.W. No. 1 has stated in his evidence that at the material time he was present in the mines area and supervising the pits. He saw from a distance that five of their vehicles were stranded on the way to dumping yard. He also found a large number of workmen having surrounded those vehicles. According to him, the petitioners were amongst those workmen. Immediately he rushed to the spot and found that boulders were placed at the front and back of the vehicles. The workers abused him in filthy language. As he wanted to know the incident, he was asked to call the other Mines Managers. According to him, he along with the Mines Manager (O.P.W.2) and the Assistant Mines Manager Shri Agarwal went to the spot. As they reached there all



the workers started abusing them in filthy language. On their query they made various illegal demands such as lifting of criminal cases pending against them in Anandapur Court payment of expenses of litigation, providing them with vehicle to attend the court and to provide them with safety boots and helmets. The management officers requested them to keep quiet and requested some of them to come to the office for discussion of the matters with the management. The workmen, however, did not agree and demanded that the matters should be resolved then and there at the spot. Thereafter they continued abusing in filthy language. The applicant Raghunath Giri gave a slap to Shri Agarwala, Asst. Mines Manager, while other applicants started beating the other officers of the management like O.P.W. 1, O.P.W. 2 and also to the mines mates Shri J. P. Das and Shri B. Roy Choudhury. The Security Guard was present and who had come to their aid. All injured and Shri Agarwala and Shri J. P. Das had also sustained bleeding injuries. Finding this the workers left the spot. Some of the workmen pelted stones at them.

It is further stated by O.P.W. 1 that thereafter the management dismissed the applicants. His further evidence is that the dismissal orders were sent to the applicants in the Peon Book on 5-1-1980, but they refused to accept the same. Thereafter the orders were sent by registered post. The witness has proved the Peon Book, Ext. A and the entries, Ext. A/1. He has also proved Ext. B, the office copy of the order of dismissal on 5-1-1980 and Ext. C, the registered postal cover which has returned undelivered with the postal endorsement "addressee refused, returned to sender". O.P.W.1 has further stated that one month's wages were remitted by M.O. to the petitioners but they did not receive the same. He proves Ext. D, the M.O. He has also proved the report submitted by him to the management regarding the incident as per Ext. E. His further evidence is that as the industrial peace of the mines was disturbed due to the activities of the workmen, they were decided to be dismissed. The management decided to take disciplinary action without following the prescribed procedure as the situation was tense and the work was paralysed. In cross-examination it is elicited that O.P.W.1 has no personal knowledge about the despatch of the orders of dismissal by dak as also in the Peon Book, and he also cannot say if there was any newspaper publication regarding the dismissal orders. It is further elicited that between the date of incident and date of dismissal there was no incident of the type, but some workmen used to bear out threats to the management. It is further elicited that out of 13 dismissed workmen, Raghunath Giri to his knowledge was an active member of the union, and some two or three criminal cases for assault/gherao were started against some workmen in Anandapur Court. It is further elicited in cross-examination that it is the usual practice to sprinkle water by tankers in the mines area to avoid dust, and that at the material time on 18-12-1979, this was delayed because of the break-down of the water pumps. The delay had caused discontentment amongst the workmen. As per mines regulations the workmen working in the mines are to be provided with boots and helmets. By 18-12-1979, safety boots and helmets were kept ready for almost all the miners, but the workmen refused to accept them until all of them were provided with. The workmen did not receive the helmets and boots from the office.

The O.P.W.2 has stated that from 6-2-1976 till 26-4-1980, he was working under the management as Mines Manager. At the material time, he was assaulted by some workmen in the mining area and the assailants were applicants Chakradhar Patra, Jaladhar Nayak, Guru Charan Patra and Naren Ho. Some other workmen, according to him, assaulted his staff and some were pelting stones. All these incidents took place near the washing yard. The workmen gheraoed them. About the incident he had given a detailed report to the Officer-in-charge, Soso P. S. as per Ext. F as also to the Superintendent of Mines, Bhadrak, as per Ext. G. The other staff who were assaulted in the incident were J. P. Das, B. Roy Choudhury and M. C. Agarwala whose reports, Exts. H, J and K, regarding the incident were forwarded to the Superintendent of Mines, Bhadrak. O.P.W.2 has further stated about the various reports sent by him to the S.P. and Collector, Keonjhar and to the Mining Superintendent, Bhadrak, and he had also proved the various notices issued to the workmen to follow the instructions and to keep peace as per Exts. M, N, O, T and U. To the question of the management as to why the procedure laid down in the I.D. Act and Rules regarding the dismissal of the workmen were not adopted, the O.P.W.2 has stated that the situation was very tense, and the statutory staff were not in a position to dis-

charge their normal duties. They were receiving constant threats from the workmen and the statutory staff complained several times to the management that they would not be in a position to discharge their duties and at any time accident might occur. The workers were also not listening to the instructions of the supervisory staff, nor were they following the safety instructions given to them. Most of the time the workers were idling. The atmosphere was quite nanky. Under the circumstances, it was not possible for the management to hold enquiries in a calm atmosphere. To the question put by the management as to why the management decided to dismiss the workmen instead of awarding any other punishment, O.P.W.2 has replied that as the applicants were involved in criminal assault on the highest officers of the company, and as they had bad records, and as they were responsible for safe and proper working of the mining operations, the management in the interest of peace and restoring normalcy in the area decided to dismiss the applicants. In cross-examination, O.P.W. No. 2 in answer to the question as to what led to the incident of assault, gherao, pelting of stones, etc., he has stated that as far as he knew the workers had not given any demands to the management by that time. As he along with the Assistant Managers reached the spot on finding that the vehicles were stopped near the washing yard, some of the workmen instead of telling them about their grievances, started abusing them. The workmen also made some unlawful and unusual demands like withdrawal of cases, meeting their expenses for defending themselves, etc. He requested the workmen to discuss the problem across the table, but the workmen did not listen. According to this witness, they did not take any action which prompted the workmen to do the overt acts in the manner they did. Although there was delay in sprinkling of water on 18th December, 1979, this could not be a reason to provoke the workmen to conduct themselves in the manner they did. The non-supply of helmets and shoes also could not have been a reason for the overt acts as the workmen were asked to take their helmets and boots from the office. The O.P.W.2 has denied the suggestion that at the material time being heavily drunk they fell down and got themselves injured. The suggestion about the fabrication of documents has also been denied by O.P.W.2. It is also elicited from O.P.W.2 in cross-examination that on the basis of the F.I.R. lodged by him, the police started a case which was registered before the S.D.J.M., Anandapur. He has also stated that he had only named the assailants who were police bearers of the Union with the idea to demolish the Union.

7. In addition to the evidence adduced by the management, the management had filed true copy of the judgment of the S.D.J.M., Anandapur in G.R. Case No. 496 of 1977, in which all the 13 applicants were accused, and in which all of them have been convicted under Sections 342 and 323 IPC and sentenced to undergo R.I. for one month each and to pay a fine of Rs. 200, in default to undergo a further R.I. of 15 days on each count. The management has prayed for marking true copy of the judgment as Exhibit in this case. By the order dated 13-7-1983, I had said that the prayer of the management opposite-party for admitting the judgment and marking it as Exhibit would be considered at the time of passing of the Award. As the copy of the judgment is a public document, there cannot be any manner of doubt that it can be admitted into evidence and marked as Exhibit without any proof. I am, therefore, of the view that copy of the judgment is admissible in evidence, and as such, it is marked as Ext. KK. A perusal of the judgment supports the case of the management inasmuch as the case related to the self-same incident which took place on 18-12-1979 in which the applicants as accused persons in the criminal case were alleged to have committed various overt acts stated therein. So long as the judgment is not set aside in appeal/revision, it stands good and binds the accused persons who are applicants before this Tribunal.

8. On a consideration of the materials on record I am of the view that the management has successfully proved its case on merits against all the applicants to justify their action for dismissal. The acts complained of being grave and serious in nature, the punishment cannot be said to be grossly disproportionate to the alleged acts. It is contended on behalf of the applicants that the management though examined two of its officers has not adduced legal evidence to prove its case. By legal evidence it is sought to be contended that no injury report or the doctor examining the injuries has been examined, and that no independent witness regarding the incident has been examined. As to the injury, the suggestion to O.P.W.2 that being drunk they fell on the ground

and sustained injuries would go to prove that presence of injuries is not disputed. It is, therefore, not necessary, in my opinion, to examine the doctor to prove the injuries on the persons of some of the officers of the management. As to the non-examination of independent witnesses, I am of the view that on the facts and circumstances of the case it is not expected to find out any independent witness inside the mines area where the occurrence took place. Hundreds of workers were united and some of them were dismissed. No workman in the circumstance of the case can be expected to be examined by the management to prove its case. Examination of other members of the staff who were assaulted was also not necessary, as they would have merely repeated the incidents stated by O.P.Ws 1 and 2. Moreover, the law regarding the appreciation of the evidence of partisan witnesses in criminal cases is very well settled; their testimony should not be thrown out merely because they are partisan witnesses unless there is some intrinsic infirmity in their evidence to do so. From the evidence of O.P.Ws 1 and 2 I do not find anything to discredit their testimony. O.P.W.2 is

no more an employee under the management when he gave evidence before the Tribunal. He left in April in 1980, i.e., a few months after the incident. There is, therefore, no reason as to why he would speak falsehood against the applicant-workmen.

9. On a consideration of all the materials on record I would hold in conclusion that on merits of the case the management opposite-party has successfully established its action against the applicants. In the result, therefore, I would hold that all the applications being devoid of merits are dismissed, and that the workmen applicants are not entitled to any relief.

10. the Award is passed accordingly.

Dated : 8-5-1984.

J. M. MAHAPATRA, Presiding Officer

[No. L-29025/4/84-D.III (B)]

NAND LAL, Under Secy.